(6)

No. 95-340

Supreme Co
DEC 1995
CLERK

IN THE

Supreme Court of the United States

OCTOBER TERM, 1995

UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 751,

Petitioner,

v.

BROWN GROUP, INC., d/b/a BROWN SHOE COMPANY,

Respondent.

On a Writ of Certiorari to the United States Court of Appeals for the Eighth Circuit

---

JOINT APPENDIX

GEORGE R. MURPHY
RENEE L. BOWSER
1775 K Street, N.W.
Washington, D.C. 20036

MARSHA S. BERZON
177 Post Street, Suite 300
San Francisco, CA 94108

JONATHAN P. HIATT
LAURENCE GOLD
(Counsel of Record)
815 16th Street, N.W.
Washington, D.C. 20006
(202) 637-5390
Attorneys for Petitioner

THOMAS C. WALSH
(Counsel of Record)
One Metropolitan Square
Suite 3600
St. Louis, MO 63102-2750
(314) 259-2000

JAMES N. FOSTER
2730 North Ballas Road
Suite 200
St. Louis, MO 63131-3039
Attorneys for Respondent

PETITION FOR A WRIT OF CERTIORARI FILED AUGUST 25, 1995
CERTIORARI GRANTED OCTOBER 16, 1995

83 pp

TABLE OF CONTENTS

	Page
Relevant District Court Docket Entries	1
Relevant Court of Appeals Docket Entries	3
Complaint in the Instant Case	7
Appendix A to the Complaint	11
Appendix B to the Complaint	62
Appendix C to the Complaint	64
Defendant's Motion to Dismiss Plaintiff's Complaint	74
Plaintiff's Motion to Alter or Amend the Judgment	76
Plaintiff's Notice of Appeal	78
Plaintiff's Motion to Amend Notice of Appeal	80

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI

No. 4:92-CV-1134

LOCAL 751 UNITED FOOD AND
COMMERCIAL WORKERS INTERNATIONAL UNION,
as representative of the aggrieved employees,
Plaintiff

v.

BROWN GROUP, INC.,
Doing business as Brown Shoe Company,
Defendant

RELEVANT DOCKET ENTRIES

DATE	PROCEEDINGS
6/16/92	COMPLAINT w/attachments; # Summons Issued: 1 # Counts: 1 # Days to Respond: 20; jury demand (kec) [Entry date 06/17/92] [Edit date 06/18/92]
6/22/92	ACCEPTANCE/ACKNOWLEDGEMENT OF SERVICE by defendant Brown Group, Inc. on 6/19/92 (jwh) [Entry date 06/23/92]
7/29/92	MOTION by defendant Brown Group, Inc. to dismiss for lack of jurisdiction w/memo. (jwh) [Entry date 07/30/92]
8/31/92	RESPONSE by plaintiff Local 751 UFCW to motion to dismiss for lack of jurisdiction w/memo. [9-1] (jwh) [Entry date 09/02/92]
9/9/92	REPLY by defendant Brown Group, Inc. to response to motion to dismiss for lack of jurisdiction w/memo. [9-1] (jwh) [Entry date 09/10/92]

DATE	PROCEEDINGS
4/12/93	MEMORANDUM AND ORDER: by Honorable Edward L. Filippine granting motion to dismiss for lack of jurisdiction w/memo. [9-1] (cc: all counsel) (jwh)
4/12/93	ORDER by Honorable Edward L. Filippine terminating case w/o prej. (cc: all counsel) (jwh)
4/22/93	MOTION by plaintiff Local 751 UFCW to alter jgm., to amend jgm. (jwh) [Entry date 04/26/93]
4/23/93	MEMORANDUM by plaintiff Local 751 UFCW re: motion to alter jgm. [16-1], re: motion to amend jgm. [16-2] (jwh) [Entry date 04/26/93]
5/11/93	RESPONSE by defendant Brown Group, Inc. to motion to alter jgm. [16-1], to motion to amend jgm. [16-2] (jwh) [Entry date 05/13/93]
5/21/93	REPLY by plaintiff Local 751 UFCW to response to motion to alter jgm. [16-1], motion to amend jgm. [16-2] (jwh) [Entry date 05/24/93]
3/7/94	MEMORANDUM AND ORDER: by Honorable Edward L. Filippine denying motion to alter jgm. [16-1], denying motion to amend jgm. [16-2] (cc: all counsel) (kmb) [Entry date 03/15/94]
4/1/94	NOTICE OF APPEAL filed by plaintiff Local 751 UFCW re: the District Court decision; [21-1] fee: $105.00 (lal) [Entry date 04/06/94]

UNITED STATES COURT OF APPEALS
FOR THE EIGHTH DISTRICT

No. 94-1929

UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, LOCAL 751,
as representative of the aggrieved employees,
Plaintiff-Appellant

v.

BROWN GROUP, INC.,
Doing business as Brown Shoe Company,
Defendant-Appellee

RELEVANT DOCKET ENTRIES

DATE	PROCEEDINGS
4/13/94	Civil Case Docketed. (lkl)
4/13/94	CERTIFIED copies notice of appeal, docket entries. [94-1929] and judgment of 3/7/94 from district court [422525] (lkl)
4/13/94	BRIEFING SCHEDULE: [94-1929] Method of Apndx due on 4/25/94; DR aplnt due on 4/25/94; Aplee DR due on 5/3/94; Joint Apndx due on 5/23/94; Aplnt brief due on 5/23/94; Aplee brief due on 6/22/94; Reply brief due on 7/6/94; (lkl)
4/25/94	DESIGNATION of record received from Appellant UFCW. [94-1929] (mel)
5/4/94	Motion to Amend Notice of Appeal with attached Memorandum in Support from Jerome A. Diekemper for Appellant UFCW. [94-1929] (lkl)

DATE	PROCEEDINGS
5/5/94	ORDER filed: granting document null [430442-2] Appellant Motion to Amend Notice of Appeal is hereby ordered taken with the case for consideration by the panel to which this case is submitted for disposition on the merits. [430784] (lkl)
5/6/94	DESIGNATION of record received from Appellee Brown Group. [94-1929] (mel)
5/31/94	MOTION of International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), Oil Chemical and Atomic Workers International Union (OCAWIU), the United Mine Workers of America, International Union, and the Guild/Sugar Law Center for Economic and Social Justice for leave to file amicus curiae brief on behalf of aplnt. [440955] w/service 5/24/94 (mel)
6/2/94	ORDER filed: Motion of International Union, United Automobile, Aerospace and Agricultural Implement Workers (UAW); Oil, Chemical and Atomic Workers International Union (OCAWIU); the United Mine Workers of America, International Union; and the Guild/Sugar Law Center for Economic and Social Justice for leave to participate as amicus curiae has been filed. Parties are notified that absent the filing of a formal objection within 10 days, the motion will be deemed as granted. [94-1929] [441020] (mel)
6/3/94	RECORDS received: Joint Appendix, consisting of 1 Volume(s) 3 copies. [94-1929] (mel)
6/10/94	RESPONSE of aplee, Brown Group, in opposition to amicus motion for leave to file amicus brief filed by UAW; Oil, Chemical and Atomic Workers; United Mine Workers and Guild/Sugar Law Center. [440955-1] [446035]. (mel)

DATE	PROCEEDINGS
6/15/94	ORDER filed: The motion of the UAW; Oil, Chemical and Atomic Workers; United Mine Workers and Guild/Sugar Law Center for leave to file an amicus brief is granted. Their amici brief is due June 30, 1994. Appellee's brief is due August 1, 1994. Appellee's objections to the motion are denied. The amici may participate in oral argument only to the extent appellant relinquishes a portion of its time. [440955-1] [446074] (mel)
6/16/94	BRIEF FILED—Brief of Appellant—UFCW—15 pgs—w/addendum—10 copies—w/service 6/16/94. Defects: SF [94-1929] [448326] (mel)
6/30/94	BRIEF FILED—Brief of Amicus-Curiae—UAW, OCAW, UMW, Guild/Sugar Law Ctr. on behalf of aplnt UFCW 19 pgs—10 copies w/service 6/29/94. [94-1929] [452464] (mel)
8/26/94	BRIEF FILED—Brief of Appellee—Brown Group. 43 pgs—w/addendum—10 copies—w/service 8/26/94. [94-1929] [475196] (cah)
9/22/94	BRIEF FILED—Reply brief—UFCW. 14 pgs—10 copies—w/service 9/22/94. [94-1929] [484257] (cah)
11/8/94	*SET FOR ARGUMENT*—December in St. Louis. [94-1929] (dgh)
12/14/94	ARGUED AND SUBMITTED IN ST. LOUIS TO JUDGES Pasco M. Bowman, Circuit Judge, James B. Loken, Circuit Judge, Andrew W. Bogue, District Judge, South Dakota, Visiting Judge. Kary L. Moss for Amicus Curiae Guild/Sugar Law Ctr., Amicus Curiae UMW, Amicus Curiae OCAW, Amicus Curiae UAW, Renee L. Bowser for Appellant UFCW. Michelle M. Cain for Appellee Brown Group. Rebuttal by: Bowser. RECORDED. [94-1929] (paw)

DATE	PROCEEDINGS
12/20/94	28(j) citation received and filed from Appellant UFCW TO COURT. [94-1929] [517580] (paw)
4/3/95	THE COURT: Pasco M. Bowman, James B. Loken, Andrew W. Bogue. OPINION FILED by Pasco M. Bowman PUBLISHED. [94-1929] [554700] (mls)
4/3/95	JUDGMENT: Pasco M. Bowman, James B. Loken, Andrew W. Bogue: The Judgment of the lower court is AFFIRMED in accordance with the opinion. [94-1929] [554712] (mls)
5/1/95	PETITION for REHEARING with suggestions for rehearing en banc. Filed by Appellant UFCW, w/service 5/1/95. TO COURT. [94-1929] (mls)
5/25/95	JUDGE ORDER: denying petition for Rehearing with suggestion for rehearing en banc [566548-1] filed by UFCW. Petition for panel Rehearing is also denied. [94-1929] [575588] (mls)
5/1/95	MANDATE ISSUED [94-1929] (mls)
5/5/95	RECEIPT for Mandate. [94-1929] [580878] (mls)
9/1/95	U.S. Supreme Court notice regarding petition for writ of certiorari. Filed in the Supreme Court on August 23, 1995. Supreme Ct. Case No.: 95-340 [94-1929] [615056] (mls)

[Filed Jun. 16, 1992]

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

Case No. 4:92CV01134ELF
Jury Trial Demanded

UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 751, AS REPRESENTATIVE OF THE AGGRIEVED EMPLOYEES,
Plaintiff,

v.

BROWN GROUP, INC., d/b/a BROWN SHOE COMPANY,
Defendant.

PLAINTIFF'S COMPLAINT AGAINST DEFENDANT FOR VIOLATION OF THE WORKER ADJUSTMENT AND RETRAINING NOTIFICATION ACT

Plaintiff United Food and Commercial Workers Union Local 751 (hereinafter identified as "Local 751" or the "Union"), through counsel, complains against Defendant Brown Group, Inc. d/b/a Brown Shoe Company (hereinafter identified as "Brown Shoe") and shows the court the following:

JURISDICTION

1. This is an action for monetary damages against Brown Group, Inc. d/b/a Brown Shoe Company for its failure to provide wages and benefits as required under the Worker Adjustment and Retraining Notification Act ("WARN"), Title 29, U.S.C. §§ 2101-2104. Jurisdiction for this complaint is based on Title 28, U.S.C. § 1331 and Title 29, U.S.C. § 2104(a).

2. Pursuant to Title 29, U.S.C. § 2104(a)(5), venue lies in the Eastern District of Missouri, Eastern Division because the employer transacts business in the District.

PARTIES

3. Plaintiff United Food and Commercial Workers Union Local 751 is an unincorporated association whose address is P.O. Box 89 in Dixon, Missouri 65459.

4. Defendant Brown Group, Inc. d/b/a Brown Shoe Company is a corporation incorporated in the state of New York with its principal place of business in St. Louis, Missouri at 8300 Maryland Avenue. At all times material to the events at issue in this complaint, Defendant Brown Shoe operated a shoe manufacturing plant on West 5th in the town of Dixon in Pulaski County, Missouri 65459. Defendant is an employer as defined by § 2101(a)(1) of the WARN act.

CAUSE OF ACTION

5. Plaintiff is the certified exclusive bargaining representative of the aggrieved Brown Shoe employee on whose behalf the relief prayed for herein is sought and has been said employees' representative at all times material to the events at issue in this complaint. Recognition of Plaintiff as the employees' bargaining representative is embodied in the Labor Contract, Brown Shoe Company and Footwear Division, United Food and Commercial Workers International Union, Local 751, AFL-CIO & CLC, dated September 20, 1990 to August 27, 1993 which is attached hereto as Appendix A. Plaintiff is an employee representative as defined by § 2104(a)(4) of the WARN Act.

6. This action is filed by Plaintiff on behalf of 277 employees of Defendant's Dixon plant who were represented by Plaintiff on January 17, 1992, the date on which Defendant provided Plaintiff written notice of the permanent closing of the Dixon plant pursuant to § 2102(a) of the WARN Act. On January 17, 1992, the 277 employees were affected employees under § 2101(a)(5) of the WARN Act.

7. By letter dated January 17, 1992, attached hereto as Appendix B, Defendant mailed a written notice to William R. Treece that the Dixon plant would be permanently closed and result in the discharge of 277 employees represented by Plaintiff. In that letter, the Defendant stated that the displacement of employees would begin on March 20, 1992. The notice to William R. Treece was not in compliance with § 2102(a)(1) of the WARN Act because William R. Treece is not the exclusive representative of the affected employees.

8. On January 31, 1992, Defendant began laying off the Dixon employees represented by Plaintiff and continued laying off employees during February and March, 1992 without regard to the requirement of the WARN Act to delay the layoff of the employees for sixty days following the statutory notice. The cumulative impact of these layoffs constitutes a plant closing under § 2101 (a)(2) of the WARN Act which violates § 2102 of the WARN Act.

9. Assuming the January 17, 1992 notice was valid, most of the employees represented by Plaintiff experienced employment loss as defined by § 2102(a)(6) of the WARN Act prior to March 17, 1992, the expiration date of the sixty-day notice period and therefore are aggrieved employees under the WARN Act entitled to relief as set forth in § 2104 of the Act. The aggrieved employees are identified on the list attached hereto as Appendix C to this complaint. If no valid notice was given, all 277 employees are aggrieved employees entitled to relief under the WARN Act.

RELIEF

10. WHEREFORE, Plaintiff demands:

a) That Defendant pay each of the aggrieved employees backpay and fringe benefits, including but not limited to, vacation pay, medical expenses, and contri-

butions to the pension plan, for 60 days or for each day of each employee's employment loss which occurred prior to the expiration of a sixty-day period after the employer validly served written notice of permanent closing on the employees' representative;

b) That Plaintiff recover from Defendant the cost of this action, including reasonable attorneys' fees; and

c) That Plaintiff recover such other and further relief on its behalf and that of the aggrieved employees as may be proper.

Dated: June 12, 1992.

Respectfully submitted,

/s/ Renee L. Bowser
RENEE L. BOWSER
Assistant General Counsel
United Food and Commercial
Workers International Union
1775 K Street N.W.
Washington, D.C. 20006

- and-

JEROME A. DIEKEMPER
DIEKEMPER, HAMMOND,
SHINNERS, TURCOTTE AND
LARREW, P.C.
7730 Carondelet, Suite 222
St. Louis, Missouri 63105
(314) 727-1015

Attorneys for United Food and
Commercial Workers Local
Union 751

APPENDIX A

LABOR CONTRACT

BROWN SHOE COMPANY

AND

FOOTWEAR DIVISION, UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION AFL-CIO & CLC

LOCAL NO. 751

Dixon, Missouri

September 20, 1990 - August 27, 1993

AGREEMENT

This Agreement entered into by and between the Brown Shoe Company (a member company of Brown Group, Inc.), hereinafter referred to as the "Company", for its factory at Dixon, Missouri, and the Footwear Division, LOCAL 751, as chartered by the United Food and Commercial Workers International Union, hereinafter referred to as the "Union," WITNESSETH THAT:

NOW, THEREFORE, in consideration of their mutual promises the parties hereto agree as follows:

ARTICLE I—RECOGNITION

SECTION 1. This Agreement pertains only to the employees or those who may be employed by the Company in this plant and to the Company and its relations with the employees only insofar as they directly concern the operation of the aforementioned plant with the exception of: Office and Clerical Employees, Commissary Clerks, Upper Leather Stock Clerks, Lunchroom Employees, Factory Nurse, Foremen, Foreladies, Supervisory Trainees, Assistant Foremen, Instructors, Chief Engineer, Assistant Engineer and all other supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees or effectively recommend such action.

Any Upper Leather Stock Clerk or Commissary Clerk who is at present a member of the Union shall be permitted to retain such membership. When, however, any such individual is separated or transferred to other work, the job thus vacated shall at such time be removed from the bargaining unit.

SECTION 2. The Company recognizes the Union as the exclusive collective bargaining agency subject to the provisions of the National Labor Relations Act for all employees of the *Dixon, Missouri* plant, and agrees to negotiate only with the Union on all matters relative to collective bargaining affecting these employees.

SECTION 3. All employees shall be required as a condition of employment to become members of the Union thirty (30) days after the date of their employment or the effective date of this Agreement, whichever is later, and shall be required to remain members in good standing so long as they shall be employed by the Company.

The provisions of this Section shall be effective only if permitted by State Law.

SECTION 4. The Union shall immediately after the execution date of this Agreement furnish the Company with a notarized list of its members in good standing as of that date and shall thereafter advise the Company at monthly intervals of its new members.

On receipt of written authorization from an employee the Company will during the term of this Agreement or any extension or renewal thereof deduct from the employee's pay once each calendar month the amount of accumulated Union dues at the rate certified to the Company by the Union and also such initiation or reinstatement fees as are authorized during the current month.

ARTICLE II—HOURS

SECTION 1. The present working plan of the factory shall continue in effect. This plan of work shall be between the hours of 7:00 a.m. and 4:00 p.m. daily, unless on certain operations the regular starting and stopping times are earlier or later than those hours, or unless the duration of the lunch period is changed by local agreement confirmed by written memorandum. This plan shall apply to all employees not specifically excluded from the bargaining unit as defined in Article I, Section 1 of this Agreement.

The work week shall be considered as beginning on Monday. All work over eight (8) hours in a day or any work performed on Saturday or a holiday, or in hours beyond the regular quitting time or before the regular

starting time for each operation shall be compensated by the payment of time and one-half the regular rates.

All work performed on a seventh (7th) consecutive work day shall be paid at the rate of double time. An employee who is not regularly required to work on Sunday will be paid double time for all work he performed that day.

Watchmen whose regular schedule of work includes Saturdays or Sundays or more than eight (8) hours per day shall receive overtime payments only for those hours worked in excess of their regularly scheduled work day or in excess of forty (40)) hours a week.

SECTION 2. The Company will not change an employee's working hours in an unreasonable or unnecessary manner in order to avoid overtime payment and will not permit an employee to begin work before the regular starting time or continue work after the regular closing time of the other employees on the same work unless agreed to by the Foreman and Shop Steward of the department.

Where changes in operation or construction require same, the Company may change permanently the regular hours of work of the employees on any particular operation without being required to pay overtime for the hours thus worked before or after the regular factory working hours.

SECTION 3. Employees shall not be required to perform overtime unless notified by noon the day the overtime is to be worked. Employees shall not be required to work Saturday unless notice is given before noon Friday; furthermore, no employee who has been notified that he will be required to work on Saturday shall be required to work beyond his regular quitting time on the preceding day, except in a case of extreme emergency, which shall be discussed in advance with the Union.

Maintenance employees may be notified after 12:00 noon that overtime will be worked when a machine breakdown occurs which will affect production if not immediately repaired.

Employees who are responsible for loading and unloading trucks may be notified after 12:00 noon that overtime will be worked if such overtime is necessitated at the end of the employees' shift by the late arrival of a truck.

When the Company has notified operators of intent to work overtime on any regular work day, it may cancel such overtime by giving notice not later than one hour before the regular quitting time of such employees. Failure to give such notice of cancellation within the time specified shall entitle the employees involved to one-quarter hour's wage at straight time.

SECTION 4. All production work performed during the lunch period by employees in the bargaining unit shall be on a voluntary basis. All such work shall be paid for at one and one-half (1½) times regular rates. The lunch period may be reduced in duration by local agreement confirmed by written memorandum.

After the regular quitting time of an employee on the Friday workday that precedes vacation closedown, all overtime shall be on a voluntary basis, except in the case of an extreme emergency which same shall be discussed by the Company and Union prior to overtime work.

SECTION 5. No work in excess of eight (8) hours shall be performed on Saturday unless such additional work is agreed to by the Union and each operator is given the right to refuse same.

SECTION 6. When it becomes necessary for a reduction in the daily schedule of a factory or reduction in working days per week, the Company shall so advise

the Local Union and, if possible, indicate the probable duration of same.

SECTION 7. When it is necessary for a department or segment thereof to work overtime, the Company shall have available for such overtime period whatever number of experienced back shoe runners as are required to handle the production.

SECTION 8. Rest periods totalling thirty (30) minutes per day shall be granted to conveyor line employees. Each factory shall be given the option of continuing its present schedule of rest periods or establishing a schedule consisting of two (2) ten (10)-minute rest periods in the forenoon and one (1) ten (10)-minute rest period in the afternoon.

SECTION 9. Operators on jobs where damage could result to work in process if left uncompleted (such as, but not limited to, pullover, sidelast, sole lay and heel seat last) can be required to work overtime, up to a maximum of one hour, on the last working day preceding the vacation closedown, the day before a holiday, or the last working day preceding a weekend which includes a holiday on Monday, provided that the Company has taken precautions to see that the operations controlling these jobs are discontinued in time to normally permit these operators to finish work at their regularly scheduled time.

ARTICLE III—HOLIDAYS

SECTION 1. The Company shall pay eight (8) hours compensation for the following unworked holidays:

Labor Day	Monday, Sept. 3, 1990	Monday, Sept. 2, 1991	Monday, Sept. 7, 1992
Veteran's Day	Sunday, Nov. 11, 1990	Monday, Nov. 11, 1991	Wednesday, Nov. 11, 1992
Thanksgiving	Thursday, Nov. 22, 1990	Thursday, Nov. 28, 1991	Thursday, Nov. 26, 1992
(Day After Thanksgiving)	Friday, Nov. 23, 1990	Friday, Nov. 29, 1991	Friday, Nov. 27, 1992
Christmas Day	Tuesday, Dec. 25, 1990	Wednesday, Dec. 25, 1991	Friday, Dec 25, 1992
(Day Before Or Day After Christmas)	Monday, Dec. 24, 1990	Tuesday, Dec. 24, 1991	Thursday, Dec. 24, 1992
New Year's Day	Tuesday, Jan. 1, 1991	Wednesday, Jan. 1, 1992	Friday, Jan. 1, 1993
Good Friday	Friday, March 29, 1991	Friday, April 17, 1992	Friday, April 9, 1993
Memorial Day	Monday, May 27, 1991	Monday, May 25, 1992	Monday, May 31, 1993
Independence Day	Thursday, July 4, 1991	Saturday, July 4, 1992 (Observe Friday, July 3, 1992)	Sunday, July 4, 1993 (Observe Monday, July 5, 1993)

Any factory which has multi-shifts will be scheduled locally.

In order to be eligible to receive such holiday pay, an employee hired after August 30, 1986, must have completed the probationary period (Article VI, Section 11) prior to the occurance of the holiday.

SECTION 2. The amount of holiday pay for each individual shall be computed by multiplying by eight (8) his straight time hourly average for the three weeks prior to the week in which the holiday occurs. Those employees who did not attain earnings in each of the former three weeks will be governed by the earnings computation outlined in the miscellaneous section of this Agreement.

SECTION 3. An employee temporarily laid off or on medical or personal leave of absence at the time a holiday occurs shall be paid said holiday benefits providing he has worked within the thirty (30) calendar days preceding the holiday and returns to work within the thirty (30) calendar days subsequent to the holiday. (An employee absent from work on the day before or the day after the

holiday for personal reasons must have been excused by the Foreman or suffering from bona fide illness in order to be eligible for holiday benefits.)

Employees will not be required to work beyond their regular quitting time on the calendar day immediately preceding a holiday.

SECTION 4. All overtime beyond regular hours on the Friday preceding a holiday occurring on Monday, and on the Saturday immediately following a holiday occurring on Friday, will be on a voluntary basis, except for those jobs where damage could result to the work in process as specifically enumerated under the Hours section of this Agreement.

ARTICLE IV—WAGES

SECTION 1. The present wage classifications and rate schedules (including sample extras) shall continue in effect as the standard wage classifications and wage schedules except as hereinafter provided.

(A) General Increases. Effective January 27, 1991, $.20 per hour will be added to the piece and hourly rates, with the addition incorporated into piece rates based on the line average of the particular job.

Effective January 26, 1992, an additional $.20 per hour will be added to the piece and hourly rates as above.

Effective January 24, 1993, an additional $.10 per hour will be added to the piece and hourly rates as above.

Effective June 20, 1993, an additional $.10 per hour will be added to the piece and hourly rates as above.

The present $.40 per hour clock card add-on remains as an add-on.

(B) Guaranteed Minimum. The factory guaranteed minimum will be the current Federal minimum wage.

(C) Wage Progression for Hourly Paid Workers. Hourly paid workers shall progress from minimum to the maximum of the rate range applicable to the job at a rate of five (5) cents per hour increase every four (4) weeks until the maximum has been reached. This shall not prevent the Company from paying a higher rate than provided in this paragraph if justified by the ability of the individual employee. Equal wages shall be paid for equal work.

SECTION 2. If the parties hereto by negotiation determine that any standard wage classifications or rate schedules are incorrect, insufficient or excessive, than such wage classifications or rate schedules shall be adjusted either by negotiation or arbitration, and the revised wage classifications or rate schedules shall become the standard wage classifications or wage schedules replacing those formerly in effect. In the revision of existing rates on regular jobs or the establishment of rates on new jobs, the following factors shall be considered: (a) comparative importance of the job, (b) amount of skill required, and (c) time required to attain such skill.

Such increases shall be retroactive to the date complaint was first presented in writing to the Plant Manager.

SECTION 3. In the event that at any time either the Union or the Company feels that changes in the Company's competitive or economic position justifies a different general level of wages in the plant, it may, by written notice, signify its desire that all or certain wage classifications or rates be changed and the matter then shall be negotiated. If, as a result of consideration of such notice, it is determined by negotiation or arbitration that any or all standard wage classifications or rates should be changed, such wage classifications or rates shall be adjusted, and the revised wage classifications or rates shall become the standard wage classifications or rates in place of those formerly in effect. Payment on a revised basis

shall start on the date mutually agreed upon, or if a date cannot be agreed upon, shall become effective thirty (30) days after written notice was served by the complaining party that a change was desired.

SECTION 4. (A) Temporary Transfers to the Advantage of the Company. Any employee transferred temporarily from his regular work to other work for reasons which are to the advantage of the Company will be guaranteed his hourly average earned on his regular job from the time he leaves his regular job until the time he returns thereto or the average hourly rate earned during the period of his transfer by operators on the job to which transferred, whichever is greater; provided that this shall apply only to employees who have more than six (6) weeks' experience on the job to which transferred. If such experience is lacking, the transferee shall be guaranteed his hourly average from his regular job for all hours worked on the temporary assignment.

Any employee required, for reasons to the advantage of the Company, to do work temporarily transferred from its regularly assigned position, shall be guaranteed his hourly average on his regular job during the period of such transfer.

Wages earned on temporary work shall not be used in computing an employee's three-week average.

The Company reserves the sole right to select employees for temporary transfers. Any employee selected for a temporary transfer for Company convenience shall be required to perform the work assigned to him.

(B) Temporary Transfer to the Advantage of the Employee. When no work is available on his own job, an employee may accept temporary employment on other jobs if available to him, in which cases he shall be paid at the piece work rate applicable to the temporary job but not less than his personal minimum, whichever is

greater, for all time spent on such temporary job or be permitted to leave the factory.

SECTION 5. (A) Learning Time. Wage classifications and rate schedules on new and changed operations shall be established by the Company. During the first one hundred twenty (120) hours of work on new or changed operations the operator shall be guaranteed his hourly rate based on the average obtained from the previous three (3) weeks' earnings. At the end of the one hundred twenty (120)-hour period the operator shall be paid on a piece work basis unless the General Superintendent agrees that the one hundred twenty (120)-hour period should be extended.

All job descriptions on all new or changed operations shall be shown as soon as issued to the Shop Steward and shall be initialed by him.

When a new job, a new machine, or a new method is introduced into the factory and, after a reasonable learning period, the operators thereon fail to reach their former line average, the Company and Union shall make a joint investigation to determine the cause of such failure.

(B) Non-Challengeability of Rates. Any wage schedule or formula for computing piece rates on individual patterns which has been in effect for as much as six (6) months may not be challenged by either party. The only challenge which may be made is to the correctness of the piece rate computed from said schedule or formula.

However, if the line average of experienced operators for four (4) consecutive weeks falls twenty percent (20%) below the line average of the experienced operators for the previous season, then the fact that the rate on a specific pattern was figured from an established schedule shall not be a bar to an arbitration award on that specific pattern.

"Experienced operators" shall mean the operator has six (6) months or more experience on the job.

A clerical error in computing a piece rate from a schedule shall be subject to correction whenever discovered. The corrected rate will become effective on the date of correction.

Erroneous or misapplied rates on patterns may be corrected by the Company for up to six (6) months after being set. If the Company discovers the misapplication after that period, it must notify the operators of such mistake. If the Company fails to notify operators and a new pattern comes in which involves the identical work on that operation of the previous pattern, then the old erroneous rate must be paid until the pattern is permanently removed.

The misapplied rate continues on the original pattern. Changes will be made only on a new pattern after proper notification.

(C) Establishment of New Standard Wage Classifications. If any new wage classification or rate established by the Company and objected to by the Union within ninety (90) days after establishment is revised as the result of negotiations or arbitration, the revised wage classification or rate shall become the standard wage classification or rate and payment on the revised basis shall become retroactive to the time of the establishment of the original basis.

(D) Issuance and Challenge of Rates. The Foreman of each department shall show to the Shop Steward of his department all piece rate and hour rate changes and piece rates applicable to new patterns and/or method changes as soon as he receives same from the factory office. The Steward will initial such changes indicating that he has been advised of same.

No rates will be issued to the operators on operations in the Pre-Fitting and Fitting Departments on which rates

are computed from a schedule or formula until issued by the Labor Cost Analysis Department. The employee's three-week straight time average will be paid until rates are issued from the Clayton office.

Fifteen (15) working days must follow the introduction of a new pattern or method before a grievance may be filed, and at least some work on such pattern or method must be performed on each of five (5) days. The fifteen (15)-day period will be extended until work has been scheduled on the fifth day, after which a grievance may properly be filed.

Whenever the accuracy of a rate is questioned by the operators within six (6) months of the time it was issued, and such rate is found to be in error, then backpay will be made, where applicable, from the date the pattern entered production or the rate was set, whichever is the later, and such backpay will be made regardless of whether a grievance was filed questioning the rate.

SECTION 6. Reporting Time. Each time an employee is required or permitted to report for work during any day, such employee shall be given at least two (2) hours employment or paid for same at his average hourly rate provided he remains in the plant for at least two (2) hours and is available for work unless excused. This provision shall not apply when work is unavailable because of work stoppage, general power failure, cyclone or other conditions beyond the control of the Company.

For overtime work on Saturday, if reporting time must be paid, it will be at the rate of time-and-one-half.

Pursuant to the provisions of the foregoing, an employee who is called to work at the regular starting time of the factory shall be guaranteed his hourly rate for the first two (2) hours of waiting time. If he is required to wait for the first two (2) hours of work, he shal be paid at his average for the entire two (2)-hour period. In the event, however, that work reaches him before the expiration of the first two (2) hours, he shall be paid for the

full amount of time intervening between the regular starting time of the factory and the time work reaches him. Where work is available at the regular starting time but its flow through a given operation ceases within the first two (2)-hour period, the reporting time guarantee will be superseded by the waiting time provisions of this contract.

When an employee has completed all the work before him or can see that he will be completely out of work by 12:00 noon, he shall not later than 11:45 a.m. so advise his Foreman or supervisor. Under such circumstances, unless the employee is told that he is not to report at his regular starting time that afternoon, the Company agrees that it will guarantee him two (2) hours of work or pay for same during the afternoon shift.

An employee who wishes to return to work after absence caused by illness or other personal reason shall be required to notify his Foreman not later than 3:00 p.m. of the day preceding his intended return to work. Failure to give such notice shall deprive the employee of the right to employment on the day of his return unless such immediate employment is for the convenience of the Foreman. The foregoing shall not apply when the absence is for only one (1) day or less.

SECTION 7. Experimental Operations. Operators shall be paid their average when the Company is experimenting or when new patterns are introduced until the piece rate thereon has been established. The hourly average will be paid in either case for all time spent on that particular work. Such guaranteed payments shall be approved by the Foreman at the end of each day.

SECTION 8. Learning Time Payment to Promoted Employees. Promoted employees while learning new operations shall be guaranteed one hundred percent (100%) of the hourly average on the job from which they transferred. This guarantee shall be effective for the first one hundred twenty (120) hours that the employee is on the new job.

SECTION 9. Machine Breakdown Payments. In the event an operator is compelled to be without work longer than a total of thirty (30) minutes because of machine breakdown, he shall be paid his hourly average for all succeeding time during that particular day which results from machine failure. The thirty (30) minutes' waiting time shall begin from the time the employee notifies his Foreman. At the end of the thirty (30)-minute period, the operator shall have the option of remaining on the job without guaranteed wages or of leaving the plant. In the event an operator is authorized by his Foreman to do work on his own machine ordinarily done by the plant or department machinist, he shall be paid his average hourly rate for such work.

The Foreman shall keep a written record of all time the employee reports he is out of work pursuant to the provisions of this Section.

SECTION 10. Waiting Time Payments. If during the forenoon an operator is required to be without work for more than twenty (20) minutes consecutively, he shall be paid at his hourly average for waiting time beyond the twenty (20) minutes of the first occurrence, or be permitted to leave the factory. The twenty (20) minute period shall be computed from the time the employee reports to his Foreman that he is without work. If the Foreman is not on the floor, it will be considered valid notice if the employee notifies the Assistant Foreman, or in the case of the Fitting Room, the Floor Lady of the section, that there was no work available, and the Assistants will be responsible for advising the Foreman that such a report had been made by the employee as soon as possible. (In the event there has been a twenty (20) minute waiting period, all subsequent waiting time in the forenoon shall be paid for on a cumulative basis.)

The foregoing procedure shall apply in like manner to all work performed after noon of any day. In order to be eligible for compensation, an operator must report to his

Foreman not only at the time he finds he is without work, but also after his required waiting period has elapsed.

Whenever the total "down time" on a conveyor line, exclusive of regularly scheduled rest periods, exceeds forty-five (45) minutes per day, each employee working on said line shall be paid at his hourly average for all "down time" in excess of the aforesaid forty-five (45) minutes.

Layoffs shall not be made nor any employee sent home on the basis of seniority. No waiting time shall begin and no operator shall be sent home as long as there is any work ahead of any operator on the particular job. Either all or no employees shall be sent home or paid their average hourly earnings in the event there is a stoppage in the flow of work to their operation. When an operator reports he is out of work, the Foreman shall decide at the expiration of the required waiting period whether the employee shall be sent home or kept on the job.

The Foreman shall keep a written record of all time the employee reports he is out of work pursuant to the provisions of this Section.

SECTION 11. Payment for Attending Company Meetings. Whenever an employee shall lose time from work as the result of a meeting called by the Company, he shall be paid at his hourly average for such lost time. This provision shall not apply to time spent by an employee in the presentation of grievances to the Company.

SECTION 12. Payment for Jury Service. Employees called for jury service shall be reimbursed by the Company for the difference between any fees received for said service and the earnings they would have received had they been available for work. Reimbursement shall cover time spent in service and in the collection of fees for said service. Employees are expected to work full time when not actually in court or doing something in connection with such service.

SECTION 13. Payment for Service at Elections or Registrations. Employees called for service as judges, clerks or deputies at elections and registrations will be paid by the Company whatever sum, if any, in addition to the money they receive for that service which is necessary so that there will be no loss of earnings because of such service.

SECTION 14. Bereavement Pay. In case of death in the immediate family, as defined, employees will be paid twenty-four (24) hours' pay at their regular rate of pay, exclusive of overtime, and will be allowed time off not to exceed twenty-four (24) scheduled hours. An employee may, where necessary, take additional time at his own expense.

An employee who must be absent from the factory to care for a dying relative in the immediate family, shall be paid the Bereavement Pay specified in this Section.

No such payment shall be paid for any period which occurs while an employee is on layoff, or on personal or medical leave of absence or for any time for which the employee received vacation benefits.

"Immediate family" as used in the foregoing, is defined as "spouse, child, parent (or, in the alternative, step-parents if the employee was raised in that household), brother or sister, parents-in-law, and grandparents" who have been in loco parentis to an employee.

SECTION 15. Payment for Serving at Military Funeral. Any employee, a member of a military organization, who is requested to serve as a member of an honor guard at a military funeral shall be compensated for actual time lost while serving in such capacity.

SECTION 16. Shift Premium. All production worked performed on a second shift shall be subject to a premium of seven and a half cents ($.075) per hour and such work performed on a third or fourth shift subject to a premium of ten cents ($.10) per hour.

SECTION 17 Power Failure. In the event of an outside power failure, the Company will require the operators to remain in the factory no longer than forty-five minutes.

In the event of a power failure in the plant, the Company will mark the "104 Records" of the operators involved to indicate the duration of the power failure so that if the operator's average will be used for some purpose, such time will be deducted for the purpose of computing the individual's average.

SECTION 18. Payment to Injured Employee. If an employee is injured in the factory and is required by the First Aid Attendant to report directly to a hospital or doctor's office outside the factory for treatment, then such time as the employee is absent from his job during that day will be paid for by the Company at his average if he promptly returns on that day to the factory from the doctor's office or hospital after such treatment.

SECTION 19. Operators Authorized to Train Employees. Operators will be guaranteed their average when they are authorized to train other employees if the training involves other than observation.

ARTICLE V—VACATIONS

SECTION 1. Vacation Period:

(A) The Company shall grant time off for a summer vacation period to all eligible employees as follows:

1991: June 28, July 1, 2, 3, and 5
1992: June 26, 29, 30, July 1, and 2
1993: July 2, 6, 7, 8, and 9

(B) The Company shall grant time off for a winter vacation period to all eligible employees as follows:

1990: December 21, 26, 27, 28, and 31
1991: December 23, 26, 27, 30, and 31
1992: December 23, 28, 29, 30, and 31
1993: December 22, 27, 28, 29, and 30

(C) Time off during the summer and winter vacation periods will be granted unless special provisions for a vacation period exist at a specific facility.

SECTION 2. Eligibility Requirements, Vacation Entitlement, and Payments: (A) Vacation Eligibility: To be eligible for vacation payment in any calendar year, an employee must have completed one year of employment and must have performed 500 hours of compensated service during the calendar year in which the vacation falls.

(B) Vacation Entitlement: Employees who have met the length of employment requirement and who have performed the 500 hours compensated service required for vacation eligibilty shall be entitled to vacation payment according the following schedule:

1. Employees who complete one year's employment shall be entitled to one week's vacation pay during that calendar year and thereafter.

2. Upon completing four years' employment, employees shall be entitled to a second week's vacation pay during that calendar year and thereafter.

3. Upon completing ten years' employment, employees shall be entitled to a third week's vacation pay during that calendar year and thereafter.

4. Upon completing twenty years' employment, employees shall be entitled to a fourth week's vacation pay during that calendar year and thereafter.

(C) Vacation Payment:

1. Employees who are entitled to vacation pay at the time of the summer vacation period shall be paid all of their vacation pay at that time, except that employees entitled to a second, third, or fourth week may elect instead to be paid for those weeks, or some of them, at the time of the winter vacation, or at the time taken off, by making written request for such payment to the Office Manager

at least ten working days before the start of the summer vacation period.

2. Employees not eligible for vacation payment at the time of the summer vacation period wil receive vacation payment due at the time of winter vacation if they have become eligible at that time.

3. Employees not eligible for vacation payment solely due to their failure to fulfill the 500 hours of service requirement at the summer vacation period will receive their vacation payment at the next regular pay period after they *do* meet the 500 hours requirement, if requested by them.

4. Eligible employees, whose anniversary date occurs after payment is made at the winter vacation, will receive their vacation payment at the next regular pay period.

SECTION 3. Vacation Benefits for Inductee into Military Service: In the event any employee otherwise eligible to receive a vacation with pay during the calendar year is inducted into military service before vacation compensation for which he is eligible has been paid to him, he shall receive, at the time of his induction, the vacation payment due in lieu of vacation time off. A former employee of the company returning to work after service in the Armed Forces shall receive vacation benefits due for the calendar year of his return without regard to hours of actual service performed during *that* calendar year and with the understanding that time spent in military service shall be added to accumulated company service for the purpose of determining vacation entitlement.

SECTION 4. Vacation Benefits for Employees Separated from the Payroll for Various Reasons:

(A) An employee who resigns, is laid off permanently, or is discharged, shall receive at the time of his separation, payment in lieu of vacation commensurate with his length of service for the calendar year in which his separation occurred, only if he has completed at least 500 hour of active service during that calendar year.

(B) Employees who are temporarily laid off or on leave of absence shall be paid their entire vacation entitlement at the time of the first vacation period after the commencement of their layoff or leave of absence, provided they have completed the 500 hours requirement specified in 2(A). Such employees who are not eligible for vacation at the time of the summer vacation period may become eligible for vacation payment, or, in the case of those who would reach their 4th, 10th, or 20th year of service, for an additional week's vacation payment, at the winter vacation period if they have completed their 500 hour requirement by that time. Such employees whose anniversary date occurs after payment is made of the winter vacation, will receive their vacation payment at the next regular pay period. Employees who receive such vacation payment shall not be entitled to any other payment from the weekly indemnity plan, unemployment compensation benefits, or workers' compensation payment covering the same weeks.

(C) An employee who retires under the Negotiated Pension Plan, and is qualified to receive immediate benefits therefore, shall receive vacation pay for the calendar year in which the retirement takes place, in accordance with his length of service at the time of his retirement without regard to the number of hours of service in the new calendar year.

SECTION 5. Method of Computing Vacation Benefits. Vacation pay for those employees who are entitled to one (1) week's benefits shall be computed by multiplying the number of hours in the average work week by the straight time hourly average of the employees. The average scheduled work week shall be determined by averaging the hours actually worked by all factory employees in the fifty-two (52) weeks immediately preceding computation of vacation benefits. The average hours for each

of the fifty-two (52) weeks and the composite average for the year shall be posted prior to computation of vacation benefits. In computing the average work week, any week in which the plant was closed for the observance of a national holiday shall be considered as a forty (40)-hour week.

The straight time hourly average of the individual employee shall be determined by dividing the total earnings at his regular rate (exclusive of overtime) by hours worked by the individual in a three (3)-consecutive-week period during which the factory work has been normal. Such three (3)-week period is agreed upon to be subsequent to the preceding January 1st. In the event the factory management and the Local Union are unable to agree upon what shall constitute a normal three (3)-week period, the matter shall be referred to the Executive Offices of the Company and the Regional Office of the Union. If an employee did not work all of these weeks, the average will be based on the weeks actually worked, except that if the total hours worked during this period were less than sixty, earnings during a sufficient number of former weeks will be used up to and including the week that will bring the total time worked to a minimum of sixty hours.

The amount of benefits for each worker shall not be less than forty (40) hours' pay for those entitled to one (1) week's vacation, nor more than forty-eight (48) hours' pay, regardless of the average hours worked by the factory during the preceding year.

Vacation pay for employees entitled to two (2) weeks' benefits shall be determined by multiplying the one (1) week's benefits by two (2); and vacation pay for the employees entitled to three (3) weeks' benefits shall be determined by multiplying the one (1) week's benefits by three (3); and vacation pay for employees entitled to four (4) weeks' benefits shall be determined by multiplying the one (1) week's benefits by four (4).

Vacation benefits shall be paid to hourly workers as well as piece workers, based on earnings during the three (3) weeks' period used for the computation of individual averages.

ARTICLE VI—SENIORITY

SECTION 1. Transfers Within a Department. When an operator is transferred within a department to another operation or job within that department on which he has no previous experience, his seniority on his new job begins the date of the transfer. His seniority on any former job or jobs is still in effect. No employee shall be permitted to acquire additional listing on his seniority card because of any reason other than promotion or bidding.

SECTION 2. Transfer Between Departments. When an operator is transferred to another department, his seniority in the new department begins on the date of transfer; his seniority in the old department is lost unless he is called back to his old operation by the Foreman, said transfer to be agreeable to both the Company and Union. The above provision has no effect on transfers made prior to the date of this Agreement.

The foregoing shall not apply in the case of an employee who follows a machine which has been transferred from one department to another. In such cases the employee shall retain full seniority rights in his former department as long as he continues to work on the transferred operation. However, upon completion of one (1) year's service in the new department, the employee's date of entrance to his former department shall be established as his seniority date in the new department, except that in the event the employee shall at any time within the year following the transfer bid off the transferred machine and/or operation, he shall immediately forfeit all rights to have his service in the former department added to his length of service in the new department. In such case he will be permitted to retain seniority rights in his

former department for one (1) year following his transfer therefrom but his seniority in the new department will date only from his entrance thereto.

Whenever an operation is transferred from one department to a second department, and the employee on the operation transfers to follow his job, such employee cannot be replaced by another from within the second department, using the layoff provisions of this Agreement, for a period of one year from date of transfer as long as he remains on the transferred job.

SECTION 3. Promotion to Positions Not Included in the Bargaining Unit. Any employee promoted to a position excluded from the bargaining unit shall retain indefinitely all seniority rights so long as he occupies such status in the factory where such rights originated. Such employee shall not retain any rights to a specific machine.

In the event an employee is transferred as an Assistant Foreman, Instructor or Foreman Trainee to another of the Company's factories, retention of seniority shall be limited to eighteen months beginning with the date of transfer.

Any employee promoted to the status of Foreman in any of the Company's factories shall retain all seniority rights in this factory only for a period of one (1) year beginning with the date he assumes the duties of his new position.

If the employee should be demoted by the Company while he has the seniority rights mentioned above, he shall return to the job he formerly held and will be accorded all seniority rights on that job and in that department as if he had never been promoted. Such employee shall not retain any rights to a specific machine.

The Company shall notify the Union whenever it intends to change the status of any employee covered by the foregoing and shall give the date when such changed status is to be assumed.

SECTION 4. Loss of Seniority—Other Employment. When an employee leaves the service of the Company for the purpose of accepting other employment, he shall lose all of his previous seniority.

An employee shall lose seniority if he is away from the factory for eighteen (18) consecutive months.

SECTION 5. Preferential List:

(A) Definition and General Provisions. An employee laid off because of slack work on his particular operation or operations shall not lose his seniority on these operations but shall be entitled to be placed on the Preferential List of his department for a period not to exceed eighteen (18) months. If at any time a vacancy occurs within the department and it is not filled by bids within the department, said job shall be offered to employees on the Preferential List in order of their senority ratings, subject to the restriction that no employee shall have the right to be placed on the Preferential List until he has completed ninety (90) days' service in the particular department.

Any individual laid off because of lack of work on his regular operation and because of said reason forced to leave the factory shall, if he is interested in being notified of any subsequent job opening, sign his name on a list to be posted in his own department and indicate thereon the date of his layoff. In the event a job vacancy occurs in his department, the Shop Steward of said department shall, where warranted, advise the laid off employee in sufficient time to permit him to bid on said job vacancy.

A master list will be posted in the foyer of the factory. On this list each employee who is laid off will sign his name indicating thereon his factory seniority date. If a job opening occurs and is not filled by employees within the department in which it originates, the Company shall by reference to the aforesaid master list call the oldest employees in point of factory seniority and offer said job to them.

(B) Procedures. An employee on indefinite layoff from his regular job has the right to sign the Preferential List and/or bid on any vacant job within the factory.

When such employee bids on a vacant job, his average for purposes of the award is zero. He shall be entitled to a trial period of 40 hours and may advise his Foreman at the end of any day that he is rejecting the job and will return to layoff status.

An employee who signs the bid for the new job, and successfully complete the trial period, shall acquire seniority on the new job immediately. His department seniority will be in accordance with the seniority provision of this article relating to transfers across department lines.

If the employee elects not to sign the bid, he acquires no seniority on the new job and may be later displaced by a probationary operator working toward his seniority in the department.

SECTION 6. Seniority of Employee Fulfilling Required Military Service. The provisions of the Veterans Reemployment Act are hereby incorporated into and made part of this Agreement. The regulations and interpretations of the governmental agency charged with the administration of said Act shall also be incorporated into and made part of this Agreement. All questions of regaining seniority relating to employees covered by said Act shall be determined in accordance with the wording of said Act and the administrative regulations pertaining thereto. In case of replacements necessitated by regular employees being called for military service or enlisting for such service, the Company shall advise such replacements at the time of their hiring that their tenure of employment is of a temporary nature.

SECTION 7. Required Notification of Absence. An employee who is absent for any cause shall be required to give notification to the Company as soon as possible but no later than 9:00 a.m. on the first day of absence, stating the reason for said absence and its probable duration. The Company shall waive the foregoing in any case where it was impossible for the employee to give such notice within the time specified.

If at the end of the third day of absence no report has been received by the Company, the absentee will be presumed to have quit without notice and will be replaced.

SECTION 8. Seniority Lists and Notification of Job Changes. The Company and Union shall develop plans whereby employees may readily determine the status of their seniority.

A departmental seniority list shall be posted in each department and revised by the Company on June 1st and December 1st of each year.

Whenever an employee changes jobs, a copy of the Payroll Change recording such change will be given to the Union and the employee who shall initial same and shall be kept in the employee's permanent record. The Company shall give to the Secretary of the Local Union at the beginning of each week a report indicating all employee entrances, exits and job changes which have occurred during the preceding week.

SECTION 9. Job Bidding. In case a new job is created or a vacancy occurs, it shall be posted and advertised as open for bids; the oldest operator by seniority within the department shall have the first choice of bidding on same. Operators bidding for jobs in this manner will be allowed to have an unlimited number of jobs listed on their cards. If there are no eligible bidders in the department where the vacancy occurs, bids shall be posted in other departments. Eligibility of such employees of other departments to bid, however, shall be limited to those who have had at least two (2) years of service in their present department.

When a job vacancy occurs within a department, it shall remain posted for a period of sixteen (16) working hours.

Further, at the same time a job vacancy is posted in the department where it occurs, a similar notice shall be posted in the factory lobby inviting employees of other departments to enter bids, which would be considered on the basis of factory seniority in the event the opening is not filled by an employee having seniority in the department of origin. The department and lobby announcements shall be removed simultaneously at the end of sixteen (16) working hours.

Any other openings resulting from bids on the original opening shall remain posted for eight (8) working hours with the understanding they shall not be removed before 8:00 a.m. of the day following the posting.

The Company reserves the right to challenge the physical fitness of any bidder or to show cause why his promotion would materially decrease production of the factory. In such instances the Company and Union shall endeavor to agree upon a proper solution for the particular problem.

Promotion shall be denied an employee, regardless of his seniority, if (a) in the past year he has had excessive unexcused absence, or (b) in the past six (6) months he has had excessive reprimands for poor work as compared with other employees on his job.

An employee bidding on a job vacancy if successful shall be assigned to said job within two (2) weeks following the closing of the bid unless it is agreed by the Company and Union that to do so would seriously impair the production of the factory. In all events, the job seniority of a successful bidder shall begin as of the date the job was awarded to him.

In filling a job vacancy which has been posted for bid, the first two bidders listed who actually work on the job will be permitted not more than forty (40) hours each in which to decide whether they wish to remain on the job or not, and if neither accepts, then the balance of

those listed will be offered the job, in order of seniority, without the right to the trial period, until an operator accepts or is selected from some other source.

A successful bidder on a job vacancy entitled to the 40-hour trial period as stated above shall be permitted not more than forty (40) hours in which to decide whether he wishes to remain on the new job. If he fails to express his desire to return to his former job within the time specified, he shall not be permitted to do so at a subsequent date unless he is laid off of work on the new job as a result of his lack of seniority thereon.

Furthermore, he shall be permitted only two (2) rejections in a period of one (1) year of jobs on which he has been a successful bidder. (This shall apply only when the bid is on an established job which produces average earnings above the factory minimum in effect at the time.) It is further understood that if an employee is moved for Company convenience before he has completed his forty (40)-hour trial period, he shall begin a new said trial period each time he returns to the new job.

SECTION 10. Eligibility Requirements for Permanent Job Transfer. No employee shall be permitted to bid on a job of equal or less status than his regular job. In determining the eligibility of an employee to bid on a job, the comparative status of the jobs shall be based upon the line average of the bidder's job and the line average of the job on which the bid is entered. This provision shall not, in the absence of agreement between the Company and Union, replace any existing eligibility determination based upon job ratings, and it may be waived by action of both the Company and Union if it is apparent the health of the bidder necessitates a change of work.

SECTION 11. Probationary Operators. New employees shall be considered as probationers without seniority rights until they have received a total of thirteen (13) pay checks during the period of their first twenty-six (26) weeks of employment, and thereafter their seniority shall

begin with the date of employment. Probationers shall have no right to bid on a job vacancy; however, in the event a vacancy on another job occurs and there has been no bid thereon, the Foreman shall have the right to move a probationer or hire help outside the factory as he may see fit.

A probationary operator may be laid off or dismissed during his trial period. The Company's action with respect to such probationary employees shall not be subject to the grievance and arbitration procedure of this Agreement.

When an employee completes his probationary period, he will be credited with seniority only on the job on which he is employed at that time, with seniority dating from his first day of employment on said job. In the event, however, that the probationer is transferred temporarily from the job for which he was originally hired and is working on the temporary job at the time his probationary period ends, he will be credited with seniority on the job on which he was working before the temporary transfer took place.

SECTION 12. Limitation on Number of Bids Allowed. Any regular operator (one who has completed his probationary period) shall be restricted to a maximum of one (1) bid during any period of one hundred twenty (120) consecutive days; provided, however, that should an operator be required to transfer back to a job on which he has seniority because work on his regular job has been eliminated, the foregoing restrictions on bidding shall not apply.

SECTION 13. Required Return to Higher-Rated Job. When a operator bids on a higher-rated job and gains seniority thereon and is subsequently, because of lack of work, forced to return to his former job, he shall be required to return to the higher-rated job when an opening occurs thereon. (This shall mean that not less than four (4) hours' work is available.) His refusal to do so

shall result in forfeiture of seniority on said higher-rated job unless his average is higher than that of the line on the higher-rated job.

Whenever a job has been filled, the successful bidder and the Union shall be notified.

SECTION 14. Help-Out Operators. Operators may be used for half-day or less to help out on any job. If more time is needed, the Foreman shall call in help as needed to take care of work by recognizing class and seniority rights. Before anyone shall have rights on any job at any time, he must be experienced on the job and be able to take care of his part of the work.

When an operator is added temporarily to a job in order to get the required production through said operation, it is understood he shall be removed immediately therefrom when it becomes apparent the regular operators can handle the normal flow of work on hourly basis without working overtime.

SECTION 15. Assigning Pick-up Work. In assigning pick-up work, the Company shall offer it to the operator in that department who (1) otherwise would be forced to leave the factory for lack of work, (2) has the greatest department seniority among employees who have completed work for the day on their own jobs, and (3) is experienced (where experience is required) on said pick-up work; provided that the foregoing shall not apply where the pick-up work has in the past or on the day in question been given as a regular practice to part-time employees.

SECTION 16. Filling Final Inspect Vacancies. The Company shall have the sole right, regardless of seniority, to select employees to fill vacancies occurring on the job of Final Inspect (Packing Department). This shall apply only when such job is a full-time job and is not combined with another job in the department. Any employee

thus selected by the Company shall retain all seniority rights in a former department for one (1) year. Employee desiring consideration for such a job shall so advise the Company.

SECTION 17. Filling Trial and Sample Runner Vacancies. Any vacancy on jobs of trial and/or sample runner shall be filled at the discretion of the Company without being posted for bids. Employees desiring consideration for such jobs shall so advise their Foreman. This provision shall not prevent the displacement of anyone of these jobs in the event he has the least seniority in the department.

SECTION 18. Layoff and Return during Workday. When an employee has been laid off at any time during the workday and has been told he is to report later during that day, the exact time for his return shall be specified by the Company.

SECTION 19. Equal Sharing of Work Types on Job. A new operator may be assigned appropriate work during his training period. As soon as an operator has sufficient experience, he shall be required to share with all other operators each and every type of work on his operation. Nothing in this section shall be construed to limit factory management, the Local Union and the Regional Union Office from agreeing to phase certain operations.

SECTION 20. Bumping to Different Machine. When an employee has lost as much as two (2) days of work as the result of a breakdown of his machine, he shall be permitted to move to the machine occupied by the operator holding the least job seniority on his particular operation.

SECTION 21. Retraction of Notice of Intent to Quit. When an employee advises his supervisor of his intent to quit, he shall have until 7:00 a.m. on the third day following the date on which notice was given in which to retract said notice. The Foreman, Shop Steward and employee shall sign a notice of intent to quit. The Foreman, Shop Steward and employee shall sign a notice that intent to quit has been retracted. However, if an employee actually does quit, he shall not be given this period in which to retract his notice.

SECTION 22. Filling Conveyor Line Utility Job Vacancy. Any vacancy on the utility job of a conveyor line shall be filled at the sole discretion of the Company. Any employee thus selected by the Company shall retain all seniority rights in his former department for one (1) year. Any employee desiring consideration for such a job should so advise the Company.

SECTION 23. Filling Set-Up or Maintenance Department Vacancies. Whenever a vacancy for Set-Up or Maintenance Department Operations occurs, the Company shall post a notice to that effect, allowing employees to sign such list indicating their interest in being selected for the opening. The Company shall have the right to select the person to fill such opening or go to the outside to fill such vacancy.

ARTICLE VII—LAYOFF

SECTION 1. Layoffs and Bumping Rights. When because of a slack schedule it becomes necessary to curtail work in a department, the following procedure shall be followed for each operation: (A) when there are five (5) operators or less and one (1) part-time operator is needed, the operator having the least seniority will work part-time; (B) where there are six (6) or more operators on a job requiring a part-time operator, the reduction in work will be divided between all of the operators on that job; (C) any operator not needed at all shall be laid off.

In the event it becomes necessary to reduce the force, each employee affected by the force reduction shall have

the privilege of taking another job or operation that his job seniority standing will permit. If his job seniority is not sufficient to permit him to replace other employees in the department, and he has been employed at least nine (9) months in his present department, he shall have the privilege of replacing the youngest employees in that department. The right to displace an employee in accordance with job seniority shall be limited to the two (2) weeks following the date of layoff.

If it is not possible for such an employee to displace anyone in his own department, he may, if he has been employed at least two (2) years in his present department displace the employee holding the least factory seniority.

An employee may exercise bumping rights to replace an operator on a job on which the Company has the right of placement if such employee has previous seniority on said job.

Operators displacing another under these provisions shall be paid at the piece rate or hourly rate of the job held by such displaced employee. In the event the regular operator declines this job, he shall be placed on the Preferential List.

An employee laid off because of lack of work on his operation shall not be permitted to challenge the layoff as being improper unless said challenge is made within two (2) full working days following the layoff.

Employees laid off because of lack of work during inventory week or the week preceding inventory week shall not be allowed to exercise seniority rights on any other job during such two (2) week period.

SECTION 2. Return to Work After Layoff. An employee who has been on layoff for two weeks or less, when called back to work, shall report to his Foreman within 24 hours of receipt of notice unless he has a bona fide excuse. When an employee has been laid off indefinitely, he shall report to his Foreman within three (3)

days from the date of receipt of notice of recall or forfeit his seniority. When an employee leaves the city, he shall leave the factory Office manager his forwarding address.

SECTION 3. Permanent Discontinuance of Job.

(A) Whenever employees are displaced as the result of a change in operation or method of construction, the Company and Union will confer and seek agreement on method to be used in rehabilitating the workers who are thus affected.

Whenever jobs are to be combined in a department, the Company will first discuss with the Union as to which operators and operations will be involved.

(B) When a job is being discontinued and is being replaced in whole or in part by another operation, the displaced employees shall have primary rights, without bidding, on the new operation. Only in the event a displaced employee refused employment on the new operation shall the vacancy be posted and bids solicited thereon.

In dealing with employees displaced in accordance with the foregoing and who have no other job seniority, the Company shall proceed as follows:

(1) The number of such affected employees shall be determined;

(2) The youngest employees (in department seniority) to a number corresponding to (1) shall be determined and their jobs listed;

(3) The employees listed in (1) shall in order of departmental seniority be given choice of the jobs set forth in (2) or be given the right to go onto the Preferential List.

(C) Any employee laid off because of the discontinuance of his job shall be expected to exercise whatever seniority or bidding right he may have on other jobs

within his own department. In the event the employee has no such rights within his own department, he shall be permitted to bid on a job in another department and shall be given full rights to said job in the event the only bidders thereon are temporary or probationary employees, or in the event there are no bidders from the department wherein the vacancy occurs.

The foregoing shall in no way amend or alter the provisions of Section 2 of the Seniority Article concerning transfers across department lines. It is, however, understood that should there be a reinstatement of a discontinued job, employees formerly employed thereon shall be required to return thereto, at which time all former job and department seniority shall be restored to them. Their seniority in the last department shall be suspended and may be exercised only in the event the reinstated job were to be subsequently eliminated.

SECTION 4. Service Record. If an employee's job is eliminated, or he is laid off for lack of work or closing of the factory, and obtains permission to transfer to another one of the Company's facilities, shall retain eligibility for vacation and retirement benefits without break in Company service provided (a) the employee has not rejected employment within his own factory on a job on which he holds seniority, and (b) the transfer to the new factory is completed within one (1) year following the elimination of his job.

ARTICLE VIII—LEAVE OF ABSENCE

SECTION 1. A leave of absence without pay may be granted to an employee, but only upon the joint written approval of both the Union and the Company. Any employee overstaying an authorized leave of absence will be subject to such disciplinary action as the Company may determine, including termination.

SECTION 2. An authorized leave of absence shall be without pay and shall include and be limited to the following:

(A) A leave of absence other than medical not to exceed thirty (30) days; extension of such leaves may be granted in weekly intervals with a valid reason satisfactory to the Company.

(B) Medical Leave of Absence.

(1) For any employee who has completed the probationary period, an initial medical leave of absence in any weekly increment not to exceed 4 weeks (30 days) may be granted upon written request accompanied by a physician's statement. The leave shall begin on the date specified by the employee's physician or by Company determination in the absence of a doctor's statement. An employee may request extensions of medical leave in any weekly increment up to an additional 4 weeks (30 days) upon additional written request accompanied by a physician's statement. The Company may require substantiation for all such requests by a physician selected by the Company. The burden of proof for all leaves is upon the employee. Once such a medical leave has been granted, the employee has the right to return to his same job or exercise his seniority rights in the event his former job has been eliminated in his absence.

In the case of pregnancy, the above sick leave rules apply. It is understood that for normal childbirth, the disability period approximates six weeks after delivery, and medical leave should terminate at that time unless there are complications associated with the childbirth requiring additional medical leave. Additional time off, if granted, to spend with the child will be considered other than a medical leave of absence.

An employee returning from a leave under this paragraph must notify the Company by 3:00 p.m. the day prior to his return.

(2) Protracted Convalescence. In the event an employee has been out on a medical leave of absence for eighteen (18) months, his seniority will terminate at that time and his seniority may be regained only in the event that:

(a) the employee's length of service in the factory exceeds the amount of time on leave

(b) no more than five years' time has elapsed from the date of the original medical leave of absence

(3) Reinstatement After Medical Leave of Absence Exceeding Eighteen Months. Upon being certified physically and mentally able to return to his former job by his personal physician, as may be confirmed by a physician appointed by the Company, the employee shall be reinstated to his job if:

(a) he is capable of doing the job satisfactorily;

(b) he would have retained the job if he had not been on leave

(c) the job still exists.

If these conditions are not met, then placement depends on his seniority rights as provided in this Article.

(C) Whenever a leave of absence is expected to continue beyond thirty (30) days, the job thus vacated shall be posted for bids. The replacement operator shall be granted seniority rights to such job. In the event the original operator returns to claim his job, the replacement operator shall retain the seniority rights thus acquired for later exercise should a vacancy occur.

(D) If the employee fails to report to work at the end of his leave of absence, or he accepts other employment, then he will be automatically terminated.

(E) A leave of absence to serve as an official of the Union for a period not to exceed eighteen (18) months.

(F) If any employee obtains an authorized leave of absence by fraud, then such employee may be discharged from employment by the Company.

(G) An employee whose reason for the leave of absence ceases to exist before the end of the official leave must return to work and must notify the factory at least three days prior to his return.

ARTICLE IX—HEALTH INSURANCE

1. The Health and Welfare Plan agreed upon by the Parties shall continue in full force and effect for the duration of the contract except for the following amendments:

(A) Weekly Indemnity Benefits: Effective November 1, 1990, the "Sick and Accident" weekly benefit shall be increased to $80.00 per week for up to 15 weeks. Effective November 1, 1991, the weekly benefit shall be increased to $85.00 per week for up to 15 weeks. Effective November 1, 1992, the weekly benefit shall be increased to $90.00 per week for up to 15 weeks.

(B) Effective November 1, 1990, the Lifetime Maximum Benefit applicable to combined in-patient, Home Health Care, and out-patient surgical benefits shall be $100,000 per person. Effective November 1, 1992, the Lifetime Maximum Benefit shall be $110,000 per person.

(C) The Company will participate with the employees in negotiating discounted programs with providers and implement those programs as are acceptable to both parties. Discounts will be shared equally. Discount plans shall be subject to annual review.

2. A summary Description of the Plan, as amended, will be issued to more fully inform the employees and their dependents of the coverage of the Plan. The rights of the Parties under the amended Plan are fully set forth in that document, and any claims or disputes of claims are to be resolved under the Claims Procedure therein, and will

not be subject to the Grievance Procedure as set forth in the Labor Agreement between the Parties.

ARTICLE X—LIFE INSURANCE

All employees having sufficient service with the Company shall be permitted to carry $5,000 life insurance, with a rider covering accidental death and dismemberment, for which they will pay a monthly premium of $2.00 per capita. The Plan will also include a double indemnity clause, and will provide the right to convert upon severance of employment for any reason. Covered employees shall be afforded an option to carry an additional $5,000 life insurance at an additional monthly premium cost of $1.90 per capita.

Any employee retiring thereafter, upon attainment of age 62, will be permitted to maintain $2,000 life insurance in force by paying eighty cents ($.80) per month toward the premium thereof. Such retired employee upon reaching age 65 shall then have the option of continuing the $2,000 coverage for which he shall pay $24.00 annually toward the premium thereof or accept a reduction in coverage to $1,000 with the Company paying the entire premium thereof.

When an employee is on a medical leave of absence, the Company shall notify the President of the Local Union before life insurance coverage of such employee is cancelled for any reason.

ARTICLE XI—PENSION PLAN

1. The Pension Plan agreed upon by the Parties shall continue in full force and effect for the duration of this contract, except for the following amendments:

A. Effective January 1, 1991, pension benefits will be increased to $7.75 per month per year of credited service.

B. Effective January 1, 1992, pension benefits will be increased to $8.25 per month per year of credited service.

C. Effective January 1, 1993, Pension Benefits will be increased to $8.50 per month per year of credited service.

D. Employees who have reached the age of 55 and have 25 years of credited service may elect early retirement with reduced benefits based upon full actuarial reduction levels that result in no cost to the plan.

2. Claims for benefits under the Plan are not grievable under the grievance and arbitration procedures of this contract, because claims procedures covering such are defined in the Plan.

ARTICLE XII—SEVERANCE PAY

In the event it becomes necessary to close a plant permanently, and since the Union recognizes the Company's right to make such a decision, and both the Company and the Union acknowledge that a permanent plant closing will cause employees affected thereby to lose valuable contract rights, including loss of accrued seniority, possible loss of enlarged vacations and other benefits, and some employees may sustain loss to sale of their homes and have additional costs in relocating, in order to offset the effect of such a decision on the employees of the plant permanently closed and to partially compensate and reimburse them for such losses, severance pay will be granted according to the following schedule:

$30.00 per year of continuous credited service, with a minimum of 15 and a maximum of 30 years ($450.00 to $900.00).

Such severance pay is not deemed to be and shall not be considered unemployment compensation and shall be

payable in a single payment regardless of whether or not the eligible worker has found other employment following such permanent plant closing.

Individuals who are permanently separated as a result of the closing of a plant will be allowed to convert their health care plan, within thirty-one (31) days of separation, without regard to the ten (10)-year minimum service requirement (See Article IX, III (E) *Conversion.*)

Because of the foregoing, there shall be no further obligation on the part of the Company to negotiate with the Union concerning the decision to close a plant and concerning the effect of such a decision upon the affected employees.

ARTICLE XIII—GRIEVANCES

SECTION 1. (A) General Procedures. Grievances shall be signed and presented by the complaining employees to the Shop Steward in the department who shall present them in writing to the Foreman of the department immediately. If any grievance is not adjusted by this procedure, the Shop Steward, accompanied by the Business Agent shall then take the matter up with the Plant Manager. No such written grievance shall be submitted to the Plant Manager unless it has been investigated and approved by the Executive Board or Plant Union Committee of the Union. The Plant Manager shall indicate on the grievance the date on which it was presented to him and on all complaints which do not pertain to piece rates shall make answer within the next five (5) working days. If the grievance is not settled by these negotiations with the Plant Manager, then the Executive Board or Plant Union Committee of the Union shall designate representatives to negotiate with the Plant Manager or such other representatives of the Company as shall be designated by the Company for such purpose.

Individual claims for benefits under the Health and Welfare, Life and Pension Plan will not be subject to the

Grievance Procedure inasmuch as claims procedures covering such individual matters are specified in those plans.

All grievances, other than those with specific time limits for filing mentioned elsewhere in this Agreement must be filed within 30 calendar days of the event which caused the grievance.

(B) Appeals Notification. The Union shall be allowed ninety (90) days after answer has been made by the Labor Cost Analysis Department or Plant Manager, as the case may be, on any grievance to ask for a meeting with representatives of the St. Louis Office for purposes of reviewing said answers or answers, unless the Company is notified of the Union's desire to appeal its answer on any grievance within ninety (90) days, it is understood the Union shall forfeit the right to proceed further and any such grievance shall be considered as settled.

SECTION 2. Discharge Grievances. If any employee covered by this Agreement be discharged for cause, the Company shall show cause upon request of the Union provided such request is made in writing within seven (7) days after discharge. Grievance pertaining to discharge cases will not be considered if not taken up within seven (7) days after discharge, but all cases taken up within that time shall be settled by the same procedure as provided herein for settlement of other types of grievances. If consideration of any discharge case results in a decision that the employee involved was unjustly discharged, such employee shall be reinstated with all rights and privileges held before such discharge and full pay for all time lost as a result of such discharge, except where any operator has been discharged for cause and the Company agrees to reinstate said operator then no back pay shall be allowed.

When a final answer, so specified, has been made by the Company either by a Plant Manager or by the Executive Offices of the Company to a grievance involving the discharge of an employee, the appeals steps in

the grievance procedure shall be waived and the issue may proceed directly to arbitration if timely notice of such intent is given by the Union.

SECTION 3. The Company and the Union shall agree upon a regular time and place for the negotiation of all grievances and other matters of mutual interest and all such matters shall be presented and negotiated at such agreed time and place, except that matters requiring emergency treatment may be negotiated at any time. Grievances pertaining to piece prices shall not be considered as of emergency character.

SECTION 4. Designated representatives of the Union shall be allowed time off from work, without pay, to attend to their duties in negotiating grievances or for other proper business of the Union pertaining to this plant without discrimination or penalty because of such activities.

SECTION 5. When the Union is unable to reach a satisfactory agreement with officials of this plant, complaints will be taken up within two (2) weeks with designated representatives of the General Offices of Brown Shoe Company.

SECTION 6. After an Appeals Meeting has been held and final disposition made therein of a grievance, the Company shall confirm by memorandum to the Union its final answer relative to such grievance.

SECTION 7. Lockout and Work Stoppage Prohibited. During the term of this Agreement there shall be no strike, picketing, boycott, sympathy strike, stoppage or other interference with work by employees nor lockout by the Employer. It is agreed that any employees violating this provision shall be considered as having resigned their jobs and in such event the vacancies shall be filled in accordance with this Agreement.

SECTION 8. Time Studies Resulting From Grievances. In the event that a time study is made by the Company

as a result of a grievance properly submitted by the Union, it is understood and agreed that a representative of the Union shall be permitted to be present during the making of such test and shall be permitted to view the results of the test. The Company in the foregoing cases shall furnish to the President of the Local Union a copy of the time study summary sheet and shall, if requested, permit the Union representative to see the complete data sheets pertaining to the time study.

ARTICLE XIV—ARBITRATION

SECTION 1. In the event that any matter covered by this Agreement cannot be settled through joint conference of the Company and Union Representatives, it shall, upon written request for arbitration by either the Company or the Union to the other, be referred to arbitration.

Time Limit to Submit Grievances for Arbitration. The Company shall not accept a request for arbitration from the Union unless said request for arbitration is given within one hundred twenty (120) days immediately following the date of the Appeals Meeting at which the Company makes its final answer to any grievance submitted, or the date of its final answer, if said final answer is given later than the Appeals Meeting.

SECTION 2. Selection of Arbitrator. In the event arbitration is necessary, an Arbitrator shall be selected from a panel of Arbitrators to be agreed upon by the Company and Union.

The procedure to be followed in the selection of an Arbitrator shall be:

(1) As soon as the request for arbitration is received, within ten days, representatives of both the Company and the Union shall meet at a place of their mutual convenience for the purpose of selecting an Arbitrator from the above list.

(2) All names from the above enumerated list shall be placed in a container and five (5) names shall be drawn therefrom. The five (5) names so drawn shall constitute the panel of Arbitrators.

(3) The Union shall then scratch one of the five names on the panel, and a record will be kept of the order in which the name was scratched.

(4) The Company shall then scratch one of the remaining four names on the panel, and a record shall be kept.

(5) The Union shall then scratch another name from the panel followed by the Company scratching one of the two remaining names.

(6) The remaining name shall be requested to serve as Arbitrator.

(7) In the event the man whose name was thus selected is unable or unwilling to serve, the invitation shall be extended to the other members of the panel, with the Company's second scratch being the first invited, then the Union's second scratch, and thus alternating until an Arbitrator is able to serve.

(8) In the event no member of the panel is able or willing to serve, then the names of the other Arbitrators in the above list shall be selected in the same manner as above, and the same procedure shall be followed until the names of all Arbitrators listed have been exhausted.

(9) In the event of failure to agree on an Arbitrator, the parties shall request the Director of the Federal Mediation and Conciliation Service to appoint a neutral Arbitrator to serve.

(10) The decision of the Arbitrator who hears the issues presented shall be accepted by both the Union and the Company and his award shall be final and binding upon both.

SECTION 3. The cost of arbitration shall be borne equally by the Company and Union except that the Company shall assume the entire cost of producing the original copy of the transcript.

SECTION 4. Where a party desires to file a brief following the close of an arbitration hearing, it shall be required to do so within the three (3) weeks immediately following receipt of transcript of the proceedings.

SECTION 5. The Arbitrator shall be required to render his decision within the thirty (30) days following his receipt of briefs submitted by the parties.

ARTICLE XV—MANAGEMENT

SECTION 1. The management and the direction of the working force including the right to hire, suspend, transfer, or discharge for proper cause and the right to relieve employees from duty because of lack of work or for other proper reasons is vested in the Company; provided, however, that this will not be done for purposes of discrimination against any member of the Union or in a manner contrary to the provisions of this Agreement.

SECTION 2. The Company shall have the sole right to decide the processes of machinery and and equipment to be used, types of products to be manufactured, quality of material and workmanship required, selling prices of products, methods of making and selling products, personnel to be employed in supervisory, clerical and mechanical positions.

ARTICLE XVI—GENERAL PROVISIONS

SECTION 1. Publication of Company Rules. All employees covered by this Agreement shall be governed by the safety and other rules now in effect and such other rules not in violation of the Agreement as may be adopted by the Company and published to the employees on

bulletin boards or by general distribution. Any new rule established shall not be effective until three (3) days after publication and any such rule established shall be subject to discussion and adjustment in the manner as outlined herein for settlement of grievances.

SECTION 2. Bulletin Boards For Union. The Company shall provide a bulletin board on the first floor of the factory for the sole use of the Union for posting of announcements and other matters of interest to the Union. Bulletins posted shall be confined to the proper business of the Union and matters of controversial, irrelevant or objectionable nature shall not be posted.

SECTION 3. Protection of Company Property. Under no consideration shall the Union call out on strike such maintenance employees or watchmen who would be necessary for the protection of the Company's property; provided, further, such employees retained shall not be permitted to perform any duties outside of their regular duties for the protection of said property.

SECTION 4. Providing Tools. The Company shall furnish to each employee free of charge all tools necessary to perform the particular operation or operations on which he is employed, all tools necessary for repairs and adjustments, and accessories, whenever considered by the Company to be necessary for the safety of such employees while working on the job. All replacement of such tools and accessories shall be furnished by the Company free of charge, provided that worn tools or accessories are returned to the Company at the time request is made or replacements thereof. In the event the employee does not turn in the worn tools in exchange for replacements, the employee will be charged for such replacements. Employers who are separated from the Company shall be required to return all tools and accessories to the Company at the time of separation or shall be charged therefor.

SECTION 5. Supervisors Performing Production Work. No supervisor shall be used on production work

so long as a qualified operator is available to perform said work. In the event it is necessary to maintain production and no qualified operator is available, a supervisor may be used as a replacement for such time as it is necessary with the understanding that lot or case number work thus performed by him shall be turned in to the factory office.

The foregoing provision shall not prevent a supervisor working temporarily for practice purposes so long as the regular operator or operators on the job in question shall not be subjected to loss of wages as the result of his work.

SECTION 6. Work Sharing on Samples. Wherever piece rates are paid for work on samples, such work shall be shared equally by all qualified employees on the line.

SECTION 7. Payroll Deductions for U.S. Savings Bonds. Payroll deductions for the purchase of United States Savings Bonds shall be made from each weekly pay check.

SECTION 8. Overtime Premium on Check Stubs. On and after October 31, 1966, the Company will show overtime premium pay as a separate entry on check stubs.

SECTION 9. Lights on Parking Lots. The Company shall install dusk to dawn overhead lights on factory parking lots wherever needed.

SECTION 10. Air Conditioning. Air conditioning shall be started early enough in the morning and continued after regular hours whenever a group of employees is required to work at such times.

SECTION 11. Computation of Three Weeks' Averages. Whenever former three weeks average hourly earnings are used for holiday or other purposes throughout this Agreement, the past three calendar weeks that production was scheduled into the factory will be used to compute these earnings. In the event an employee did not work all of these weeks, the average will be based on the

weeks actually worked, except that if the total hours worked during this period were less than sixty, earnings during a sufficient number of former weeks will be used up to and including the week that will bring the total time to a minimum of sixty hours.

SECTION 12. Establishing Multi-Shift Agreements. As the need arises, multi-shift agreements may be negotiated for the individual factories.

ARTICLE XVII—EQUAL EMPLOYMENT OPPORTUNITY

The Company and Union agree that there shall be no discrimination against any employee or applicant for employment because of race, religion, color, origin, sex, age, physical or mental handicap.

ARTICLE XVIII—ENERGY CONSERVATION

If, during the life of this Agreement, any of the utilities or municipalities which supply energy to the Company cut energy to the Company or install a temporary or emergency plan to conserve energy or order the Company to conserve energy, the Company, the Local Union, and the Union Offices in St. Louis will meet to discuss the best ways to conserve energy with the intention that an arrangement agreeable to the Company and the Local Union shall be reached, unless the utilities or municipalities order the Company to conserve energy in a specific fashion.

ARTICLE XIX—LEGALITY

All provisions of this Agreement are assumed to be in conformity with the applicable laws of the United States and of the State in which the factory covered by this Agreement is located. If any provisions of the Agreement are later proven to be contrary to any applicable law existing at this time, or passed hereafter, such provisions shall then be considered void.

ARTICLE XX—AMENDMENTS

Amendments to this Agreement may be made at any time during the life of this Agreement by mutual consent of the parties hereto. Such amendments shall be in writing and signed by both parties, shall become a part of this Agreement, and shall terminate at the same time as does this Agreement, except as continued in full force and effect by consent of the parties. Such Agreements as are Supplements to this Agreement shall modify the terms of this General Agreement and such modifications shall take precedence over the terms of the General Agreement.

ARTICLE XXI—TERMINATION

This Agreement shall become effective September 20, 1990, and remain in effect until August 27, 1993. Should either party decide to alter, amend or terminate this Agreement on its expiration date, said party shall give written notice of such intent to the other party sixty (60) days before the expiration date. If the party or parties fail to give such notice, the Agreement shall continue in full force and effect for another year, and so on from year to year until proper notice is given.

FOR THE COMPANY:	FOR THE UNION:
	FOOTWEAR DIVISION, UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, AFL-CIO & CLC
By /s/ David Rutkowski Director of Industrial Relations	By /s/ William L. Treece Assistant Director For Footwear Manufacturing and Processing Division
By /s/ [Illegible] Plant Manager	FOOTWEAR DIVISION, LOCAL 751 AS CHARTERED BY THE UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION
	By /s/ Virginia Robertson
	By _____

APPENDIX B

BROWN SHOE COMPANY

BROWN SHOE COMPANY
8300 Maryland Avenue
Post Office Box 354
St. Louis, Missouri 63166
(314) 854-4000

David J. Rutkowski
Vice President
Industrial Relations
(314) 854-2615

January 17, 1992
Via Certified Mail—
Return Receipt Requested

Mr. William L. Treece
Assistant Director for Footwear,
Food Processing and Manufacturing
UFCW
300 Weidman Road
Manchester, Missouri 63011

Dear Mr. Treece:

The purpose of this notice is to comply with the Worker Adjustment and Retraining Notification Act (WARN) and provide you, as the collective bargaining representative, with the notice required by WARN with respect to a plant closing and permanent layoff of employees at Brown Shoe Company, West 5th, Dixon, Missouri 65459. This notice concerns a plant closing and permanent mass layoff.

The scheduled date for the plant closing and permanent layoffs is the fourteen (14)-day period beginning on March 20, 1992.

It is anticipated that a total of two hundred and seventy-seven (277) employees whom you represent will

be laid off during the fourteen (14)-day period specified above. A list of job classifications of affected positions to be reduced, number of employees in each job classification and the names of the employees currently holding those affected jobs is attached hereto. While there are certain bumping rights under the collective bargaining agreement, those bumping rights have no application to a plant closure.

There are governmental agencies which can provide you and the employees you represent with information on available dislocated worker assistance. For information you may contact Mr. Larry Earley, Director, Division of Job Development and Training, 221 Metro Drive, Jefferson City, Missouri 65109, Telephone Number (314) 751-7796.

For further information regarding the plant closedown and permanent layoff from Brown Shoe Company you may contact me at

Brown Shoe Company
8300 Maryland Avenue
Post Office Box 354
St. Louis, Missouri 63105
Telephone Number: (314) 854-2615

Very truly yours,

/s/ David J. Rutkowski
DAVID J. RUTKOWSKI
Vice President—Industrial Relations

DJR/sh

APPENDIX C

Employee Name	Employee Number	Dept	Last Day Wk	Reason	Union	Status
Watson, Lee A.	490-74-3064	0208	01/02/92	38	U	TT
O'Neill, Dwight D.	488-80-3041	0420	01/06/92	56	U	TT
Burnett, Dennis E.	498-86-7729	0420	01/10/92	38	U	TT
Sims, Lisa F.	487-70-7528	0156	01/10/92	17	U	TT
York, Penellanie	490-72-8694	0364	01/10/92	38	U	TT
Vaughan, Lindy A.	444-66-3203	0498	01/13/92	38	U	TT
Davis, Timothy J.	430-25-8789	0409	01/15/92	51	U	TL
Lafollette, Reba V.	494-48-2502	0499	01/15/92	51	U	TL
Prock Jr, Donald L.	486-84-8456	0499	01/15/92	51	U	TL
Wyss, Marshall J.	490-68-8319	0416	01/15/92	51	U	TL
Elliott, Franky L.	497-90-0319	0286	01/20/92	51	U	TL
Mow, Lucinda R.	271-50-3191	0264	01/20/92	51	U	TL
Krull, Edith I.	499-92-1895	0286	01/20/92	51	U	TL
McClendon, Wayne A.	496-96-3526	0499	01/20/92	38	U	TT
Moran, Candice J.	311-78-3795	0261	01/20/92	51	U	TL
Wilson, Jo Ann	499-40-0497	0102	01/23/92	51	U	TL
Alexander, David J.	491-66-7359	0032	01/24/92	17	U	TT
Elseman, Lois I.	498-36-5794	0101	01/25/92	51	U	TL
Alexander, Pamela D.	497-64-8382	0101	01/27/92	51	U	TL
Dunlap, Jessie F.	500-70-9758	0282	01/27/92	51	U	TL
Clark, Michael B.	491-66-5481	0550	01/28/92	38	U	TT
Clark, Tammy L.	489-78-7598	0264	01/28/92	38	U	TT
Rollins, Mary M.	492-76-5412	0151	01/28/92	51	U	TL
Ray, Becky J.	497-54-2221	0303	01/30/92	51	U	TL
Sears, Dale G.	493-74-9023	0301	01/30/92	38	U	TT
Baker, Terry D.	497-92-4204	0499	01/31/92	38	U	TT

Doyel, Eula	490-30-9634	0261	01/31/92	16	U	TD
Hance, Tracy N.	486-70-2339	0286	01/31/92	51	U	TL
Pratt, Patricia D.	490-86-3342	0498	01/31/92	17	U	TT
Huffman, Frances J.	490-68-3866	0286	02/03/92	51	U	TL
Evans, Carolyn J.	493-50-1833	0251	02/04/92	51	U	TL
Alexander, Terry A.	316-78-4732	0401	02/05/92	17	U	TT
Fritchey, Donald D.	493-68-1625	0542	02/05/92	56	U	TT
Hardwick, Millie D.	497-82-6643	0155	02/06/92	51	U	TL
Johnson, Nancy E.	497-84-7435	0553	02/06/92	38	U	TT
Aaron, Sherry A.	497-84-7435	0264	02/13/92	51	U	TL
Beal, Elizabeth A.	497-70-4963	0119	02/10/92	51	U	TL
Becker, Brenda K.	491-66-5001	0264	02/10/92	51	U	TL
Boevingloh, Barbara A.	500-72-4912	0209	02/10/92	51	U	TL
Chapman, Bernice	527-50-7117	0264	02/10/92	51	U	TL
Cox, Meral	256-77-4626	0155	02/10/92	51	U	TL
Crews, Billi J.	500-66-3134	0264	02/10/92	51	U	TL
Doba, Dorania N.	415-94-2190	0261	02/10/92	51	U	TL
Faherty, Laura C.	500-88-8478	0286	02/10/92	51	U	TL
Foster, Barbara	322-42-2807	0276	02/10/92	51	U	TL
Fox, Wayne L.	489-20-1983	0351	02/10/92	13	U	TD
French, Susan K.	486-72-4358	0264	02/10/92	51	U	TL
Glick, Linda A.	564-29-5430	0154	02/10/92	51	U	TL
Goodman, Cristel	233-62-1616	0413	02/10/92	51	U	TL
Harsch, Kimberly L.	498-86-0506	0286	02/10/92	51	U	TL
Kissinger, Brenda C.	497-72-5924	0245	02/10/92	51	U	TL
Laramore, Wanda S.	500-78-1622	0261	02/10/92	51	U	TL
McNew, Gladys S.	264-92-0383	0846	02/10/92	51	U	TL
Moore, Sa Wol	498-78-1871	0173	02/10/92	51	U	TL
Norton, Beverly	496-62-3418	0190	02/10/92	51	U	TL

Employee Name	Employee Number	Dept	Last Day Wk	Reason	Union	Status
Rea, Erika K.	601-16-7198	0208	02/10/92	51	U	TL
Ruhl, Jane A.	162-54-0817	0245	02/10/92	51	U	TL
Scrabeck, Nina	261-41-1886	0261	02/10/92	51	U	TL
Sims, Donna R.	496-44-9063	0264	02/10/92	51	U	TL
Trout, Rhonda	125-66-5762	0165	02/10/92	51	U	TL
Wiles, Patricia J.	495-44-1849	0320	02/10/92	51	U	TL
Willis, Allie M.	494-42-7648	0151	02/10/92	51	U	TL
Wesser, Lula D.	368-38-6279	0286	02/11/92	51	U	TL
York, Marion M.	493-84-7974	0354	02/11/92	51	U	TL
McLendon, Marion	258-19-9837	0846	02/12/92	51	U	TL
Baker, Martha J.	486-72-7766	0101	02/13/92	51	U	TL
Cousart, Edna R.	245-80-1810	0364	02/17/92	51	U	TL
Davis, Petriva L.	489-74-2612	0363	02/17/92	51	U	TL
Gilbert, Peggy S.	005-60-8983	0550	02/17/92	51	U	TL
Hicks, Grace C.	500-54-4780	0199	02/17/92	51	U	TL
Kelley, Katie	355-46-7720	0364	02/17/92	51	U	TL
Kelley, Patricia K.	489-92-3418	0197	02/17/92	51	U	TL
Kissinger, Inis L.	493-34-0991	0101	02/17/92	51	U	TL
Newkirk, Dorothy	486-34-1663	0363	02/17/92	51	U	TL
Rice, Phyllis	491-66-6120	0363	02/17/92	51	U	TL
Rollins, Diana D.	498-82-4555	0155	02/17/92	51	U	TL
Stricklan, Brenda S.	489-56-8447	0281	02/17/92	51	U	TL
Thompson, Charolett J.	483-80-5962	0119	02/17/92	51	U	TL
Wagoner, Linda M.	442-60-7544	0261	02/17/92	51	U	TL
Alexander, Sherry L.	492-70-8596	0846	02/20/92	38	U	TT
Roberts, Karen	228-82-2955	0200	02/21/92	51	U	TL
Sharp, Caroline	510-66-7782	0173	02/21/92	51	U	TL
Adkins, Mary A.	492-58-5358	0261	02/24/92	51	U	TL

Akery, Henrietta A.	487-40-2723	0151	02/24/92	51	U	TL
Alexander, Sally M.	495-44-6686	0157	02/24/92	51	U	TL
Baker, Ida F.	486-34-1854	0102	02/24/92	51	U	TL
Beal, Dianna L.	486-74-4937	0102	02/24/92	51	U	TL
Beal, Georgia A.	499-42-4223	0156	02/24/92	51	U	TL
Beauchamp, Dolores V.	494-38-0765	0261	02/24/92	51	U	TL
Beauchamp, Patricia	500-44-3376	0261	02/24/92	51	U	TL
Becker, Eva Mae	489-34-3754	0264	02/24/92	51	U	TL
Bell, Linda J.	404-58-6809	0157	02/24/92	51	U	TL
Bowman, Kimberly D.	493-80-0601	0113	02/24/92	51	U	TL
Bryant, Pamela D.	497-84-4647	0199	02/24/92	51	U	TL
Byrd, Patricia L.	491-64-4533	0261	02/24/92	51	U	TL
Colby, Dolores L.	218-32-8993	0156	02/24/92	51	U	TL
Cupp, Colleen K.	273-66-8645	0209	02/24/92	51	U	TL
Duncan, Martha J.	491-62-7494	0245	02/24/92	51	U	TL
Filley, Wesley J.	486-30-0577	0416	02/24/92	51	U	TL
Foster, Virginia M.	487-46-8952	0261	02/24/92	51	U	TL
Fritchey, Pauline A.	494-34-5964	0199	02/24/92	51	U	TL
Glick, Jenny L.	286-24-7096	0190	02/24/92	51	U	TL
Gruder, Brenda S.	493-68-7456	0264	02/24/92	51	U	TL
Hughes, Sheryl S.	499-68-2830	0167	02/24/92	51	U	TL
Humphrey, Shirley	490-44-0206	0101	02/24/92	51	U	TL
Hurst, Sharon L.	546-76-5796	0258	02/24/92	51	U	TL
Kelley, Sandra K.	492-72-8555	0264	02/24/92	51	U	TL
Lane, Virgie R.	509-40-1181	0173	02/24/92	51	U	TL
Lankford, Hyon H.	492-92-4307	0209	02/24/92	51	U	TL
Mayo, Yuvonda F.	499-70-8006	0264	02/24/92	51	U	TL
Miller, Anna M.	497-32-6582	0261	02/24/92	51	U	TL
Parker, Sandra S.	500-82-3907	0155	02/24/92	51	U	TL

Employee Name	Employee Number	Dept	Last Day Wk	Reason	Union	Status
Peterson, Elizabeth	385-38-6269	0171	02/24/92	51	U	TL
Prock, Carolyn S.	487-64-2600	0157	02/24/92	51	U	TL
Reedy, Brenda K.	492-58-1666	0156	02/24/92	51	U	TL
Rollins, Brenda S.	495-76-8732	0165	02/24/92	51	U	TL
Russell, Mollie L.	409-98-2208	0155	02/24/92	51	U	TL
Sears, Gail L.	493-74-8826	0264	02/24/92	51	U	TL
Singleton, Fannie	402-02-5816	0190	02/24/92	51	U	TL
Stricklan, Karen	500-56-3289	0151	02/24/92	51	U	TL
Strickland, Patricia	491-60-0349	0155	02/24/92	51	U	TL
Vanscoy, Wanda J.	494-42-7758	0152	02/24/92	51	U	TL
Vineyard, Darlene E.	494-60-5105	0154	02/24/92	51	U	TL
Wagoner, Dawn L.	411-96-2811	0251	02/24/92	51	U	TL
Woodhodsky, Shirley M.	489-46-2450	0150	02/24/92	51	U	TL
Wray, Jean M.	491-34-4032	0173	02/24/92	51	U	TL
Wyss, Betty J.	488-38-0515	0261	02/24/92	51	U	TL
Yoakum, Deana S.	498-82-4288	0117	02/24/92	51	U	TL
Heinze, Jacqueline E.	494-46-9080	0261	02/28/92	51	U	TL
Leymaster, Melba S.	500-56-3020	0200	02/28/92	51	U	TL
Messersmith, Rita A.	488-60-3750	0286	02/28/92	51	U	TL
Sinden, Paul J.	487-82-7045	0499	02/28/92	38	U	TL
Yoakum, Margaret V.	224-88-6385	0200	02/28/92	51	U	TL
Baker, Angela R.	499-60-9508	0313	03/02/92	51	U	TL
Barber, Deborah D.	491-62-5845	0151	03/02/92	51	U	TL
Beasley, Sheila D.	493-70-8843	0286	03/02/92	51	U	TL
Cox, Alice D.	489-44-8812	0208	03/02/92	51	U	TL
Crane, Tammy	497-80-3800	0371	03/02/92	51	U	TL
Davis, Charline	489-48-5440	0264	03/02/92	51	U	TL
Emmons, Glenda K.	494-88-1878	0208	03/02/92	51	U	TL

Garner, Suzanne	320-32-9815	0286	03/02/92	51	U	TL
Gilbert, Richard B.	494-84-7468	0208	03/02/92	51	U	TL
Gunther, Josefine M.	567-31-1674	0315	03/02/92	51	U	TL
Harlan, Lola F.	492-40-0584	0150	03/02/92	51	U	TL
Hornbrook, Rosalinde H.	260-92-7717	0381	03/02/92	51	U	TL
Lawson, Sandra J.	493-58-8339	0400	03/02/92	51	U	TL
Messersmith, Martha F.	486-34-1290	0245	03/02/92	51	U	TL
Nelson, Carolyn S.	495-58-0056	0176	03/02/92	51	U	TL
Provancha, Alonzo F.	488-74-8517	0303	03/02/92	51	U	TL
Rea, Helen J.	287-38-3292	0286	03/02/92	51	U	TL
Rector, Brenda	486-70-5705	0286	03/02/92	51	U	TL
Rollins, Judith A.	494-46-9203	0101	03/02/92	51	U	TL
Schaffner, Myra K.	487-66-2954	0304	03/02/92	51	U	TL
Sharp, Dorothy	487-40-9140	0162	03/02/92	51	U	TL
Simpson, Alice F.	495-64-9646	0304	03/02/92	51	U	TL
Spurgeon, Elsie M.	544-38-1798	0267	03/02/92	51	U	TL
Tilley, Patricia P.	493-84-7989	0176	03/02/92	51	U	TL
Warnol, Kathryn L.	486-52-1304	0176	03/02/92	51	U	TL
White, Sandra D.	495-64-9634	0167	03/02/92	51	U	TL
Wilson, Ruth M.	495-30-4912	0199	03/02/92	51	U	TL
Wyss, Cindy A.	492-70-8834	0200	03/02/92	51	U	TL
Lawson, Mary A.	487-46-9057	0265	03/03/92	51	U	TL
Sherrell, Jerri R.	547-82-0106	0264	03/03/92	51	U	TL
Warnol, Barbara V.	358-34-5107	0276	03/03/92	51	U	TL
Godfrey, Betty J.	497-74-3666	0176	03/04/92	51	U	TL
McKinnon, Teresa A.	494-76-4124	0100	03/05/92	51	U	TL
Roberts, Erika	525-27-8103	0868	03/06/92	51	U	TL
Wagner, Kimberly L.	494-84-0127	0409	03/06/92	51	U	TL
Akery, Laverne	491-36-7350	0265	03/09/92	51	U	TL

Employee Name	Employee Number	Dept	Last Day Wk	Reason	Union	Status
Alexander, Tina L.	497-90-0412	0498	03/09/92	51	U	TL
Asberry, Victoria E.	491-62-5805	0499	03/09/92	51	U	TL
Baker, Iva M.	486-34-1844	0353	03/09/92	51	U	TL
Brewer, Alan D.	062-48-1236	0401	03/09/92	51	U	TL
Cochran, Eula M.	499-40-1217	0332	03/09/92	51	U	TL
Doyel, Lawrence T.	495-52-4376	0409	03/09/92	51	U	TL
Doyle, Betty I.	487-40-8442	0264	03/09/92	51	U	TL
Doyle, Susan K.	493-58-6950	0409	03/09/92	51	U	TL
Dull, Patty J.	496-70-2277	0409	03/09/92	51	U	TL
Ethington, Cathy M.	496-70-1182	0409	03/09/92	51	U	TL
Fritchey, Sandra S.	500-76-6099	0363	03/09/92	51	U	TL
Hilburn, Leokadia A.	496-62-2721	0363	03/09/92	51	U	TL
Jones, Carrie A.	462-45-9867	0498	03/09/92	51	U	TL
Lane, William	499-40-7795	0416	03/09/92	51	U	TL
Lawson, Lee F.	520-58-9573	0416	03/09/92	51	U	TL
McKinney, Mitchell L.	491-82-0560	0499	03/09/92	51	U	TL
Moore, Kimberly L.	499-82-9571	0371	03/09/92	51	U	TL
Roberts, Sarkis V.	487-54-1783	0416	03/09/92	51	U	TL
Robertson, Virginia	497-52-1954	0402	03/09/92	51	U	TL
Rollins, Kimberly M.	491-74-3926	0346	03/09/92	51	U	TL
Rollins, Troy K.	496-74-5639	0409	03/09/92	51	U	TL
Rollins, William R.	491-60-0632	0416	03/09/92	51	U	TL
Sharp, Samuel R.	490-70-2158	0402	03/09/92	51	U	TL
Sims, Greg A.	493-78-5270	0409	03/09/92	51	U	TL
Sinden, Stephanie L.	205-56-2830	0497	03/09/92	51	U	TL
Slone, Judy K.	487-64-6732	0409	03/09/92	51	U	TL
Spurgeon, Bob E.	497-82-6834	0409	03/09/92	51	U	TL
Steen, Margie L.	490-44-2364	0100	03/09/92	51	U	TL

Stroburg, Charles E.	496-62-3445	0021	03/09/92	51	U	TL
Tindle, Patricia D.	418-04-5876	0363	03/09/92	51	U	TL
Wilson, Dee L.	489-82-3119	0498	03/09/92	51	U	TL
Yoakan, Sharron K.	497-62-4073	0499	03/09/92	51	U	TL
Alexander, Tina S.	498-84-6319	0553	03/10/92	51	U	TL
Allen, Tammy R.	487-86-4306	0542	03/10/92	51	U	TL
Asberry, Leona	489-30-7701	0868	03/10/92	51	U	TL
Barnhart, Shannon G.	490-60-4374	0804	03/10/92	51	U	TL
Beasley, Dennis	497-64-8290	0578	03/10/92	51	U	TL
Beasley, Michael	486-76-6676	0499	03/10/92	51	U	TL
Beasley, Tammy L.	488-82-4581	0261	03/10/92	51	U	TL
Brown, Glenda M.	499-72-1365	0553	03/10/92	51	U	TL
Burnett, Shannon G.	497-80-7299	0804	03/10/92	51	U	TL
Burnett, Wilma J.	318-40-0268	0550	03/10/92	51	U	TL
Davis, Beth	491-74-4506	0553	03/10/92	51	U	TL
Demann, Melissa L.	498-96-9376	0846	03/10/92	51	U	TL
Doyle, Donna J.	486-34-0366	0553	03/10/92	51	U	TL
Edwards, Raymond E.	487-64-6450	0553	03/10/92	51	U	TL
Farquhar, Russell G.	491-66-7346	0553	03/10/92	51	U	TL
Foreit, Joyce L.	207-32-8611	0846	03/10/92	51	U	TL
Foster, Carol J.	490-52-1963	0542	03/10/92	51	U	TL
Foster, Joseph	491-46-1651	0542	03/10/92	51	U	TL
Gallaway, Judy O.	272-40-0446	0846	03/10/92	51	U	TL
Gardner, Kimberly	490-64-8938	0804	03/10/92	51	U	TL
Gilbert, Emmitt	499-38-4682	0553	03/10/92	51	U	TL
Holleman, Helen A.	496-48-4739	0578	03/10/92	51	U	TL
Kelley, Karen D.	496-78-8867	0846	03/10/92	51	U	TL
Maddox, Daisy L.	162-54-2493	0550	03/10/92	51	U	TL
McClendon, D. E.	494-48-4076	0578	03/10/92	51	U	TL

Employee Name	Employee Number	Dept	Last Day Wk	Reason	Union	Status
Mitchell, Alice E.	489-48-5967	0550	03/10/92	51	U	TL
Nelson, Jerry D.	489-42-9474	0432	03/10/92	51	U	TL
Plotner, Eugenia S.	487-64-6438	0846	03/10/92	51	U	TL
Ray, Sharon K.	499-44-8803	0846	03/10/92	51	U	TL
Rhew, Debbie	432-08-2682	0200	03/10/92	51	U	TL
Robbins, Linda M.	491-60-0319	0804	03/10/92	51	U	TL
Robertson, Clifford	491-46-1834	0499	03/10/92	51	U	TL
Rollins, Judy A.	498-48-8805	0846	03/10/92	51	U	TL
Rollins, Virginia R.	490-44-1187	0821	03/10/92	51	U	TL
Russell, Norma	491-24-1986	0803	03/10/92	51	U	TL
Sharp, Randel	500-66-3342	0499	03/10/92	51	U	TL
Sherrell, Mary K.	500-58-6525	0553	03/10/92	51	U	TL
Sneed, Melissa C.	487-88-6299	0846	03/10/92	51	U	TL
Stricklan Jerry R.	495-56-0248	0499	03/10/92	51	U	TL
Teel, Phyllis J.	499-48-8915	0868	03/10/92	51	U	TL
Tucker, Linda J.	494-48-3705	0517	03/10/92	51	U	TL
Ward, Karin L.	430-43-9802	0819	03/10/92	51	U	TL
Watson, Paula K.	500-78-1320	0846	03/10/92	51	U	TL
Wolff, Diane	498-86-2023	0542	03/10/92	51	U	TL
Alexander, Del R.	488-82-3270	0863	03/11/92	51	U	TL
Anderson, Etta W.	488-38-4735	0806	03/11/92	51	U	TL
Blackburn, Marlene	492-76-1847	0846	03/11/92	51	U	TL
Bruff, Deborah A.	486-62-5404	0804	03/11/92	51	U	TL
Copeland, Lewis D.	491-32-9030	0035	03/11/92	51	U	TL
Davis, Leann R.	495-84-7710	0804	03/11/92	51	U	TL
Decker, Belinda R.	389-84-3987	0806	03/11/92	51	U	TL
Denton, Ruth E.	489-42-7751	0805	03/11/92	51	U	TL
Edwards, Shirley S.	492-40-0936	0805	03/11/92	51	U	TL

Jones, Viola	492-46-0936	0810	03/11/92	51	U	TL
Kizer, Shirley J.	494-38-1856	0809	03/11/92	51	U	TL
Massey, Pamela	488-72-0336	0846	03/11/92	51	U	TL
McClendon, Patricia L.	493-58-8303	0863	03/11/92	51	U	TL
Null, Heather A.	494-70-4038	0846	03/11/92	51	U	TL
Prater, Vera L.	494-38-0463	0848	03/11/92	51	U	TL
Rollins, Betty J.	491-62-6176	0805	03/11/92	51	U	TL
Tillman, Barbara A.	495-54-9128	0800	03/11/92	51	U	TL
Vanover, Cheryl J.	447-60-1323	0806	03/11/92	51	U	TL
Wilson, Lisa C.	500-78-2318	0806	03/11/92	51	U	TL
Withers, Thelma	493-38-7080	0800	03/11/92	51	U	TL
Duncan, Bobbi A.	487-86-4304	0542	03/13/92	51	U	TL
Gilbert, Edythe L.	489-54-3937	0184	03/13/92	51	U	TL
Jennings, Goldie J.	489-48-6405	0165	03/13/92	51	U	TL
Rollins, Cora M.	499-42-2818	0155	03/13/92	51	U	TL
Routh, Melissa J.	402-02-7180	0804	03/13/92	51	U	TL
Sinden, Viola F.	500-46-9230	0261	03/13/92	51	U	TL
McKinney, Margaret A.	499-66-6790	0439	03/16/92	51	U	TL
Gilbert, Emmitt D.	499-72-6956	0409	03/19/92	51	U	TL
Gilbert, George P.	494-84-6542	0358	03/19/92	51	U	TL
Lafollette, Daniel N.	276-40-7192	0409	03/19/92	51	U	TL
Feeler, Jeffrey J.	233-08-4223	0031	03/26/92	51	U	TL
Henson, Lloyd	491-38-8973	0035	04/01/92	51	U	TL
Irons, Jr, Glen R.	262-51-2692	0039	04/02/92	51	U	TL
Odom, David W.	490-64-7950	0024	04/02/92	51	U	TL
Rea, Lowell E.	295-34-9275	0033	04/02/92	51	U	TL
Schaffner, James R.	496-58-2616	0039	04/02/92	51	U	TL
McKinnon, Mark S.	496-72-5533	0039	04/03/92	51	U	TL

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

Case No. 4:92CV01134ELF

UNITED FOOD AND COMMERCIAL WORKERS UNION
LOCAL 751, AS REPRESENTATIVE OF THE
AGGRIEVED EMPLOYEES,
Plaintiff,

v.

BROWN GROUP, INC., d/b/a
BROWN SHOE COMPANY,
Defendant.

DEFENDANT'S MOTION TO DISMISS PLAINTIFF'S COMPLAINT

Comes now Defendant, BROWN GROUP, INC. d/b/a BROWN SHOE COMPANY, by and through its attorneys, pursuant to Rule 12 of the Federal Rules of Civil Procedure and moves to dismiss Plaintiff's Complaint in its entirety for the following reason:

Plaintiff's Complaint is subject to Rule 12 dismissal for lack of subject matter jurisdiction inasmuch as Plaintiff, as an association, lacks standing under applicable Supreme Court and Courts of Appeals precedent to litigate the above-entitled cause wherein it seeks monetary damages for individual members beyond the terms of the collective bargaining agreement.

WHEREFORE, Defendant Brown Group, Inc., d/b/a Brown Shoe Company prays that an order of dismissal of Plaintiff's Complaint be entered with an award to Defend-

ant of its attorneys' fees and costs incurred in the defense of this matter.

Respectfully submitted,

McMAHON, BERGER, HANNA,
LINIHAN, CODY & McCARTHY

/s/ James N. Foster, Jr.
JAMES N. FOSTER, JR.

/s/ Daniel R. Begian
DANIEL R. BEGIAN
Suite 200
2730 North Ballas Road
St. Louis, Missouri 63131
Telephone: 314/567-7350
Attorneys for Defendant

[Certificate of Service Omitted in Printing]

[Filed Apr. 22, 1993]

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

[Title Omitted in Printing]

MOTION TO ALTER OR AMEND THE JUDGMENT

COMES NOW Plaintiff pursuant to Rule 59(e) of the Federal Rules of Civil Procedure and moves the Court to alter or amend its judgment in this case by either withdrawing its Order dated April 12, 1993 dismissing the complaint without prejudice and allowing the suit to proceed, as pleaded, due to the special nature of the relationship of a labor organization, such as plaintiff, and its members created under the Labor Management Relations Act (29 U.S.C. § 141 et seq.) and recognized by Congress in 29 U.S.C. § 2104(5); or by withdrawing its Order dated April 12, 1993 and substituting an Order granting plaintiff 30 days to file and amended complaint seeking declaratory relief and adding affected individuals as parties to this action.

In support of this motion plaintiff respectfully refers the Court to plaintiff's memorandum in support.

Respectfully submitted,

DIEKEMPER, HAMMOND, SHINNER,
TURCOTTE AND LARREW, P.C.
7730 Carondelet, Suite 222
St. Louis, Missouri 63105
(314) 727-1015

/s/ Jerome A. Diekemper
JEROME A. DIEKEMPER
SHERRIE A. SCHROEDER

—and—

RENEE L. BOWSER
Assistant General Counsel
United Food and Commercial
Workers International Union
1775 K Street N.W.
Washington, D.C. 20006

Attorneys for Plaintiff United
Food and Commercial Workers
Union Local 751

[Certificate of Service Omitted in Printing]

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

[Title Omitted in Printing]

NOTICE OF APPEAL

Notice is hereby given that United Food and Commercial Workers Union Local 751, as representative of the aggrieved employees of Brown Shoe Company's former Dixon, Missouri plant, the Plaintiff in the above-named case, hereby appeals to the United States Court of Appeals for the Eighth Circuit from an order of this court, denying Plaintiff's motion to alter or amend its judgment granting a motion to dismiss the action without prejudice based on the court's determination that the Plaintiff lacked standing under the Worker Adjustment Retraining and Notification Act ("WARN"), 29 U.S.C. §§ 2201 to 2109, to pursue its claim entered in this action on the 7th day of March, 1994.

/s/ Renee L. Bowser
RENEE L. BOWSER
Assistant General Counsel
United Food and Commercial
Workers International Union
1775 K Street, N.W.
Washington DC 20006
(202) 466-1593

—and—

/s/ Jerome A. Diekemper, Esquire
JEROME A. DIEKEMPER, ESQUIRE
Diekemper, Hammond, Shinners
Turcotte and Larrew, P.C.
7730 Carondelet, Suit 200
Clayton MO 63105
(314) 727-1015

Attorneys for Plaintiff

[Certificate of Service Omitted in Printing]

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

[Title Omitted in Printing]

MOTION TO AMEND NOTICE OF APPEAL

Comes now plaintiff, by counsel, and moves this Court for leave to file an amended notice of appeal clearly stating that plaintiff is appealing not only from the Court's Order dated March 7, 1994 denying plaintiff's motion to alter or amend the judgment, but also from the Memorandum and Order dated April 12, 1993 dismissing this action for lack of standing.

In support of this motion, plaintiff refers the Court to its memorandum submitted herewith.

DIEKEMPER, HAMMOND, SHINNERS,
TURCOTTE AND LARREW, P.C.
7730 Carondelet, Suite 200
St. Louis, Missouri 63105
(314) 727-1015

/s/ Sherrie A. Schroder
JEROME A. DIEKEMPER
SHERRIE A. SCHRODER

—and—

RENEE L. BOWSER
Assistant General Counsel
United Food and Commercial
Workers International Union
1775 K Street N.W.
Washington, D.C. 20006

Attorneys for Plaintiff United
Food and Commercial Workers
Union Local 751

[Certificate of Service Omitted in Printing]